



January 14, 2014

CITY COUNCIL MEETING

City Council Chambers 400 East Military, Fremont NE

PUBLIC COMMENT PERIOD - 6:30 P.M.

STUDY SESSION – 6:45 P.M.

REGULAR MEETING – 7:00 P.M.

AGENDA

REGULAR MEETING

1. Meeting called to order
2. Roll call
3. Mayor comments (There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS AND RELATED ACTION:

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

4. Dispense with and approve December 30, 2013 [minutes](#)
5. December 31 – January 14, 2014 [claims \(staff report\)](#)
6. [Report](#) of the Treasury [\(staff report\)](#)
7. [Resolution](#) approving consumption on city property for Lisa [Thobe](#), City Auditorium on June 27, 2015, wedding; Scott [Swaney](#), Friendship Center, February 21, 2014, banquet; Emily [Peck](#), Christensen Field, June 14, 2014, wedding [\(staff report\)](#)
8. [Resolution](#) approving special designated permit application for [Rise's](#) Drive In, 1730 West 16th, February 21, 2014; Rise's Drive In, 700 East 10th, March 29, 2014; Rise's Drive In, 541 North Broad, April 5, 2014; [DeSauce](#) Development, 1710 West 16th, January 24, 2014, reception [\(staff report\)](#)
9. [Resolution](#) allowing Department of Utilities to operate a solid waste compost site [\(staff report\)](#)
10. Reappoint Phil Bang, Curt Friedrich, and Marty Gifford to the Building Code Advisory and Appeals Board [\(staff report\)](#)
11. [Resolution](#) awarding [Analysis](#) of Impediments for Fair Housing [\(staff report\)](#)
12. Keno [audit](#) for fiscal year ending September 2013 [\(staff report\)](#)
13. Lamoderna Restaurant request for [exhaust](#) from commercial hood at 635 North Main [\(staff report\)](#)

AGENDA

CONSENT AGENDA CONTINUED:

14. [Resolution](#) approving AAL-BEE Towing, Blackburn Towing and Neilsen Body Shop Inc. to serve as towing companies for the City of Fremont ([staff report](#))
15. [Resolution](#) approving leases with [AAL-Bee](#) Towing, [Blackburn](#) Towing and [Neilsen](#) Body Shop Inc. for impound lots ([staff report](#))
16. [Resolution](#) approving AT&T and Crown Castle [request](#) for Crown Castle to manage and operate cell tower at Memorial Park ([staff report](#))

REGULAR AGENDA: requires individual associated action.

17. Reconsider [Resolution](#) No. 2013-251 approving revised [agreement](#) with Fremont Nighthawks Inc. for use of city baseball and softball fields ([staff report](#))
18. [Resolution](#) approving professional services [agreement](#) for Ridge Road Trail, Hormel Loop ([staff report](#))
19. [Resolution](#) amending 2013 Storm Water Pumping Station Screen [contract](#) with Neuvirth Construction ([staff report](#))
20. [Ordinance](#) to amend the official zoning [map](#) referred to in Article 4 of Zoning Ordinance No. 3939 ([staff report](#))
21. Adjournment

Agenda posted at the Municipal Building on January 10, 2014 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 10, 2014. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

CITY COUNCIL MEETING
December 30, 2013 - draft
7:00 P.M.

After the study session, the Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Eairleywine, Stange, Johnson, Kuhns, Hoppe, Bixby present, Council Member Anderson and Navarrette absent – 6 present, 2 absent.

Moved by Council Member Stange, seconded by Council Member Bixby to approve the consent agenda. Roll call vote: 6 ayes. Motion carried.

- Dispense with and approve December 10, 2013 minutes
- December 11 - 30, 2013 claims
- Resolution No. 2013-259 authorizing 2013 Tree City USA application
- Resolution No. 2013-260 approving Special Designated Permit application of Rise's Drive In, 700 East 10th, January 25, 2014, reception; Shawsky's LLC, 1710 West 16th, February 1, 2014, fundraiser; Archbishop Bergan Booster Club, 431 North Union, March 7, 2014, March 14, 2014, March 21, 2014, March 28, 2014, April 4, 2014 and April 11, 2014, beer garden
- Tort claim of Colby Swanson at 1622 East 19th
- Downtown Revitalization Façade grant extension for Lou's Sporting Goods
- Resolution No. 2013-261 approving agreement with Metropolitan Community College for training for Fire Department
- Robin and Tom Lallman request to have scrapbooking business as home occupation at 5770 West Highway 30 as part of permitted conditional use
- Resolution No. 2013-262 approving Creative Properties, LLC for replat Lot 7, Block 3, Central Park Addition (2044 East 28th)
- Resolution No. 2013-263 approving Mitchell J. Burt and Woodcliff Lakes, Inc for replat Lot S-1089 and part Timber Lane, all Woodcliff Subdivision, Saunders County

Moved by Council Member Bixby, seconded by Council Member Kuhns to reconsider Resolution No. 2013-251 approving agreement with Fremont Nighthawks Incorporated for use of city baseball and softball fields. Roll call vote: 6 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Johnson to amend Resolution No. 2013-251 revising the fees in the agreement to include an additional \$750 for the Lady Hawks to use city fields. Moved by Council Member Johnson, seconded by Council Member Hoppe to receive and file information from Neil Schilke relating to Fremont Nighthawks Incorporated and Schilke-Novak Kids Sports Trust. Roll call vote: 6 ayes. Motion carried. No vote on motion to amend taken, moved by Council Member Johnson, seconded by Council Member Hoppe to table the item. Roll call vote: 5 ayes, 1 nay (Stange). Motion carried.

Request to waive rental fees at Christensen Field Main Arena from Eastern Nebraska Office on Aging died for lack of motion.

Moved by Council Member Bixby, seconded by Council Member Eairleywine to approve the \$10,000 Keno grant application as resubmitted by the Friends of the Fremont Area Parks for installing LED Television in Christensen Field Main Arena and Indoor Arena. Roll call vote: 6 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Council Member Johnson to continue to February 25, 2014 the following items: Ordinance amending Fremont Municipal Code Chapter Nine relating to adopted International Codes for the Building Department; Ordinance amending International Building Code, International Residential Code and Department of Justice's ADA Standards for Accessible Design; Ordinance amending International Property Maintenance Code; Ordinance amending Plumbing Code; Ordinance amending Electrical Code; and, Ordinance amending Mechanical Code. Roll call vote: 6 ayes. Motion carried.

Moved by Council Member Johnson, seconded by Council Member Stange to approve Resolution No. 2013-264 authorizing Resolution of Intent to annex areas north of 23rd Street, along Luther, Johnson and Morningside Road. Roll call vote: 4 ayes, 2 nays (Hoppe and Eairleywine). Motion carried.

Moved by Council Member Hoppe, seconded by Council Member Stange to approve Resolution No. 2013-265 approving temporary easement and right-of-way agreement with Nebraska Department of Roads for Highway 77 Expansion (5th to 10th Street Broad Street widening). Roll call vote: 6 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Council Member Kuhns to approve Resolution No. 2013-266 approving the Airport capital improvement plan. Roll call vote: 6 ayes. Motion carried.

Moved by Council Member Kuhns, seconded by Council Member Johnson to approve Resolution No. 2013-267 approving professional services agreement with Airport Development Group Inc. for airport layout plan and terminal design project. Roll call vote: 6 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Council Member Stange to approve Resolution No. 2013-268 approving professional services agreement with Encode360 for online component of Unified Development Code. Roll call vote: 6 ayes. Motion carried.

The Mayor announced the next regular Council meeting would be January 14, 2014 at 7:00 p.m. with a public comment period starting at 6:30 p.m.

Moved by Council Member Stange, seconded by Council Member Hoppe to adjourn the meeting. Roll call vote: 6 ayes. Motion carried. Meeting adjourned at 7:44 p.m.

I, Kimberly Volk, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: January 9, 2014

SUBJECT: Claims

Recommendation: Move to approve December 31, 2013 through January 7, 2014 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email on January 9, 2014.

Fiscal Impact: Claims total \$1,283,365.01

#5

Prepared 12/31/13, 8:52:00
Pay Date 1/02/14
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Page 31
Program PR530L

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total	204,352.91	Count	211
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PREPARED 01/02/2014, 11:09:05
PROGRAM: GM339L
City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
AS OF: 01/02/2014 CHECK DATE: 01/02/2014
BANK: 00

PAGE 1

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
9999999	00	PANEK, JOHN E						
01/02/14	PANEK	000197	00	01/02/2014	001-0000-201.00-00	JOHN E PANEK 01/02/14 PR	175.00	
						VENDOR TOTAL *	175.00	
9999999	00	UHLIK CYNTHIA A						
01/02/14	UHLIK	000198	00	01/02/2014	001-0000-201.00-00	CYNTHIA UHLIK 1/02/14 PR	397.50	
						VENDOR TOTAL *	397.50	
			00	General Fund		BANK TOTAL *	572.50	

PREPARED 01/02/2014, 11:09:05
PROGRAM: GM339L
City of Fremont
Employee Benefits

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
01/02/14	MANUAL000194		01	01/02/2014	060-0660-441.70-03	01/02/14 ADMIN FEES	CHECK #: 100426	6,011.75
01/02/14	MANUAL000195		01	01/02/2014	060-0660-441.70-02	01/02/14 REINSURANCE	CHECK #: 100426	51,852.87
01/02/14	MANUAL000196		01	01/02/2014	060-0660-441.70-05	01/02/14 PPO	CHECK #: 100426	1,345.00
						VENDOR TOTAL *	.00	59,209.62
		01 Employee Benefits				BANK TOTAL *	.00	59,209.62
						HAND ISSUED TOTAL ***		59,209.62
						TOTAL EXPENDITURES ****	572.50	59,209.62
		GRAND TOTAL				*****		59,782.12

PREPARED 01/02/2014, 9:09:40
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City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0006318	00	ACSI						
20140102		PR0102	00	01/02/2014	001-0000-201.00-00	PAYROLL SUMMARY	174.96	
						VENDOR TOTAL *	174.96	
0000584	00	CEI						
20140102		PR0102	00	01/02/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	187,809.63
						VENDOR TOTAL *	.00	187,809.63
0004234	00	DEPARTMENT OF UTILITIES C S						
20140102		PR0102	00	01/02/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,511.06
						VENDOR TOTAL *	.00	1,511.06
0005193	00	DEPARTMENT OF UTILITIES PAYROLL						
20140102		PR0102	00	01/02/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	51,220.77
						VENDOR TOTAL *	.00	51,220.77
0004629	00	INTERNAL REVENUE SERVICE **EFT**						
20140102		PR0102	00	01/02/2014	001-0000-201.00-00	PAYROLL SUMMARY	69,004.20	
						VENDOR TOTAL *	69,004.20	
			00	General Fund		BANK TOTAL *	69,179.16	240,541.46

PREPARED 01/02/2014, 9:09:40
PROGRAM: GM339L
City of Fremont
Employee Benefits

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0005708	00	REGIONAL CARE INC						
12/26/13	MANUAL000185		01	12/26/2013	060-0660-441.70-01	12/26/13 MANUAL CLAIMS	CHECK #: 100423	96,835.13
12/30/13	MANUAL000186		01	12/30/2013	060-0660-441.70-01	12/30/13 AUTO CLAIMS	CHECK #: 100424	1,277.12
12/31/13	MANUAL000193		01	12/31/2013	060-0660-441.70-01	12/31/13 MANUAL CLAIMS	CHECK #: 100425	32,890.45
VENDOR TOTAL *							.00	131,002.70
0003405	00	WORKERS' COMPENSATION FUND						
12/26/13	MANUAL000183		01	12/26/2013	061-0662-441.70-01	12/26/13 WC	CHECK #: 100422	500.99
12/26/13	MANUAL000184		01	12/26/2013	061-0662-441.70-07	12/26/13 WC	CHECK #: 100422	25.26
VENDOR TOTAL *							.00	526.25
01 Employee Benefits			BANK TOTAL *				.00	131,528.95
HAND ISSUED TOTAL ***								131,528.95
EFT/EPAY TOTAL ***								240,541.46
TOTAL EXPENDITURES ****							69,179.16	372,070.41
GRAND TOTAL *****								441,249.57

PREPARED 01/09/2014, 9:11:04
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 City of Fremont
 General Fund

EXPENDITURE APPROVAL LIST
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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000959	00	ACE HARDWARE						
76492/3		PI1883 028760	00	01/15/2014	001-1206-422.30-79	BLANKET PURCHASE ORDER	5.99	
76413/3		PI1880 028760	00	01/15/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	55.98	
76431/3		PI1881 028760	00	01/15/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	25.12	
76485/3		PI1882 028760	00	01/15/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	13.38	
76573/3		PI1884 028760	00	01/15/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER	39.00	
76573/3		PI1885 028760	00	01/15/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	5.90	
76536/3		PI1938 028760	00	01/15/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	57.98	
76595/3		PI2030 028760	00	01/15/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	81.78	
						VENDOR TOTAL *	285.13	
0000965	00	ALL SYSTEMS LLC						
60738		PI2017 029300	00	01/15/2014	001-2029-451.20-60	GENERAL	192.50	
60738		PI2018 029300	00	01/15/2014	001-2029-451.20-99	GENERAL	12.10	
60738		PI2019 029300	00	01/15/2014	001-2029-451.30-56	GENERAL	156.33	
						VENDOR TOTAL *	360.93	
0006169	00	AMERICAN BROADBAND INTERNET						
51514 0114		PI1927 028979	00	01/15/2014	001-1011-419.20-12	BLANKET PURCHASE ORDER	175.00	
						VENDOR TOTAL *	175.00	
0000983	00	ARPS RED-E-MIX INC						
5175		PI1939 028762	00	01/15/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	215.00	
5187		PI1940 028762	00	01/15/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	10.00	
5200		PI2031 028762	00	01/15/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	417.50	
						VENDOR TOTAL *	642.50	
0005496	00	ASCAP						
2014 LICENSE		PI1936 029369	00	01/15/2014	001-2030-451.20-99	GENERAL	330.00	
						VENDOR TOTAL *	330.00	
0002954	00	ASPHALT AND CONCRETE MATERIALS CO						
00039034		PI2067 029023	00	01/15/2014	012-2025-431.30-69	FIELD PURCHASE ORDER	1,221.00	
						VENDOR TOTAL *	1,221.00	
0003298	00	AUTOZONE INC						
1652599278		PI1941 028763	00	01/15/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	42.29	
						VENDOR TOTAL *	42.29	
0002763	00	BAKER & TAYLOR BOOKS						
2028808740		PI2043 028831	00	01/15/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	1,151.58	
2028834299		PI2044 028831	00	01/15/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	367.66	
2028850027		PI2045 028831	00	01/15/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	163.72	
5012896934		PI2046 028831	00	01/15/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	30.00	
						VENDOR TOTAL *	1,712.96	
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
M31045910		PI1967 028832	00	01/15/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	27.85	
M31458190		PI1968 028832	00	01/15/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	14.35	

PREPARED 01/09/2014, 9:11:04
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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003423	00	BAKER & TAYLOR ENTERTAINMENT									
M31637050		PI1969 028832	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	42.20	
M33148320		PI1970 028832	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	14.35	
T295712DM		PI2023 029324	00	01/15/2014				001-2031-455.30-51	GENERAL	4,725.76	
VENDOR TOTAL *										4,824.51	
0004311	00	BAUER BUILT INC									
880027746		PI1888 028764	00	01/15/2014				001-1209-421.20-60	BLANKET PURCHASE ORDER	8.50	
880027746		PI1889 028764	00	01/15/2014				001-1209-421.30-63	BLANKET PURCHASE ORDER	4.50	
880027721		PI1944 028764	00	01/15/2014				001-1209-421.20-60	BLANKET PURCHASE ORDER	17.00	
880027721		PI1945 028764	00	01/15/2014				001-1209-421.30-63	BLANKET PURCHASE ORDER	9.00	
880027585		PI1942 028764	00	01/15/2014				001-2027-452.20-60	BLANKET PURCHASE ORDER	12.00	
880027585		PI1943 028764	00	01/15/2014				001-2027-452.30-56	BLANKET PURCHASE ORDER	116.00	
880027687		PI1886 028764	00	01/15/2014				025-2074-433.20-60	BLANKET PURCHASE ORDER	17.00	
880027687		PI1887 028764	00	01/15/2014				025-2074-433.30-63	BLANKET PURCHASE ORDER	9.00	
VENDOR TOTAL *										193.00	
9999999	00	BELL, PAT									
84752 BELL		000211	00	01/15/2014				001-0000-202.04-00	PAT BELL/CF MTG ROOM DEP	50.00	
VENDOR TOTAL *										50.00	
0005162	00	BLT PLUMBING HEATING & A/C INC									
8152		PI2070 029155	00	01/15/2014				001-2026-451.20-60	BLANKET PURCHASE ORDER	200.00	
VENDOR TOTAL *										200.00	
0004035	00	BOMGAARS SUPPLY INC									
1608792		PI1890 028766	00	01/15/2014				001-1206-422.30-79	BLANKET PURCHASE ORDER	19.99	
1617166		PI1891 028766	00	01/15/2014				001-2027-452.30-49	BLANKET PURCHASE ORDER	35.98	
1620601		PI1892 028766	00	01/15/2014				001-2027-452.30-33	BLANKET PURCHASE ORDER	49.99	
1619973		PI1946 028766	00	01/15/2014				012-2025-431.30-56	BLANKET PURCHASE ORDER	23.38	
1621186		PI1947 028766	00	01/15/2014				012-2025-431.30-56	BLANKET PURCHASE ORDER	13.98	
VENDOR TOTAL *										143.32	
0002414	00	BOUND TREE MEDICAL LLC									
81290010		PI1932 029333	00	01/15/2014				001-1206-422.30-33	GENERAL	153.98	
VENDOR TOTAL *										153.98	
0003427	00	BRODART CO									
B3326694		PI2047 028835	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	123.08	
B3327891		PI2048 028835	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	84.96	
B3327895		PI2049 028835	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	18.72	
B3330512		PI2050 028835	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	12.64	
B3331751		PI2051 028835	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	166.63	
B3331757		PI2052 028835	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	132.64	
B33330510		PI2053 028835	00	01/15/2014				001-2031-455.30-51	BLANKET PURCHASE ORDER	71.65	
VENDOR TOTAL *										610.32	
0006311	00	CAROLINA SOFTWARE									
53438		PI2085 028894	00	01/15/2014				001-1013-432.20-65	BLANKET PURCHASE ORDER	200.00	

PREPARED 01/09/2014, 9:11:04
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City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006311	00	CAROLINA SOFTWARE									
									VENDOR TOTAL *	200.00	
0004208	00	CDW GOVERNMENT INC									
HM63037		PI2024 029338	00	01/15/2014			001-2031-455.30-79	GENERAL		7.00	
									VENDOR TOTAL *	7.00	
0000584	00	CEI									
JAN 14 WC		000187	00	01/15/2014			001-1015-415.10-26	JAN 14 WC		EFT:	19,474.92
JAN 14 WC		000188	00	01/15/2014			012-2025-431.10-26	JAN 14 WC		EFT:	1,054.67
									VENDOR TOTAL *	.00	20,529.59
0006263	00	CENGAGE LEARNING INC									
50868837		PI2054 028837	00	01/15/2014			001-2031-455.30-51	BLANKET PURCHASE ORDER		129.70	
50869820		PI2055 028837	00	01/15/2014			001-2031-455.30-51	BLANKET PURCHASE ORDER		71.22	
50937838		PI2056 028837	00	01/15/2014			001-2031-455.30-51	BLANKET PURCHASE ORDER		47.23	
50938341		PI2057 028837	00	01/15/2014			001-2031-455.30-51	BLANKET PURCHASE ORDER		216.65	
50938926		PI2058 028837	00	01/15/2014			001-2031-455.30-51	BLANKET PURCHASE ORDER		19.46	
									VENDOR TOTAL *	484.26	
0001024	00	CHRISTENSEN LUMBER INC									
CLC00204169		001PI1893 028768	00	01/15/2014			001-2027-452.30-49	BLANKET PURCHASE ORDER		20.64	
									VENDOR TOTAL *	20.64	
0003816	00	CITY OF BLAIR									
2258		PI1965 028817	00	01/15/2014			034-0790-421.20-32	BLANKET PURCHASE ORDER		9.55	
2258		PI1966 028817	00	01/15/2014			034-0790-421.20-32	BLANKET PURCHASE ORDER		483.42	
									VENDOR TOTAL *	492.97	
0001643	00	CULLIGAN OF OMAHA									
871917		PI2081 028811	00	01/15/2014			001-1209-421.20-99	BLANKET PURCHASE ORDER		29.00	
872325		PI2082 028811	00	01/15/2014			001-1209-421.20-99	BLANKET PURCHASE ORDER		18.00	
									VENDOR TOTAL *	47.00	
0002897	00	DIERS INC									
318160		PI1934 029349	00	01/15/2014			001-1206-422.20-60	GENERAL		556.50	
318160		PI1935 029349	00	01/15/2014			001-1206-422.30-56	GENERAL		125.65	
									VENDOR TOTAL *	682.15	
0003359	00	DODGE COUNTY HUMANE SOCIETY									
JAN 2014		PI1930 029279	00	01/15/2014			001-1410-421.20-99	BLANKET PURCHASE ORDER		4,514.82	
NOV 2013		PI1395	00	12/11/2013			001-1410-421.20-99	BLANKET PURCHASE ORDER	CHECK #:	72890	4,514.82-
NOV 2013		PI1395	00	01/15/2014			001-1410-421.20-99	BLANKET PURCHASE ORDER		4,514.82	
OCT 2013		PI1396	00	12/11/2013			001-1410-421.20-99	BLANKET PURCHASE ORDER	CHECK #:	72890	4,514.82-
OCT 2013		PI1396	00	01/15/2014			001-1410-421.20-99	BLANKET PURCHASE ORDER		4,514.82	
									VENDOR TOTAL *	13,544.46	9,029.64-
0001070	00	DODGE COUNTY REGISTER OF DEEDS									
201306554		PI1972 028871	00	01/15/2014			001-1003-415.20-33	BLANKET PURCHASE ORDER		148.00	

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0001070	00	DODGE COUNTY REGISTER OF DEEDS						
						VENDOR TOTAL *	148.00	
0003802	00	DODGE COUNTY SHERIFF'S OFFICE						
1013		PI1928 029164 00 01/15/2014	034-0790-421.20-32	GENERAL			2,303.28	
1013		PI1929 029164 00 01/15/2014	034-0790-421.20-32	GENERAL			1,094.51	
						VENDOR TOTAL *	3,397.79	
0003619	00	EBSCO						
1456328		PI2025 029355 00 01/15/2014	001-2031-455.30-51	GENERAL			1,064.00	
						VENDOR TOTAL *	1,064.00	
0002959	00	EGAN SUPPLY CO						
203387		PI2011 029296 00 01/15/2014	001-1206-422.30-49	GENERAL			284.51	
203387		PI2012 029296 00 01/15/2014	001-1209-421.30-49	GENERAL			284.52	
203387		PI2013 029296 00 01/15/2014	001-2026-451.30-49	GENERAL			2,276.16	
203387		PI2014 029296 00 01/15/2014	001-2027-452.30-49	GENERAL			1,138.08	
203387		PI2015 029296 00 01/15/2014	001-2030-451.30-49	GENERAL			853.57	
203387		PI2016 029296 00 01/15/2014	001-2031-455.30-49	GENERAL			853.57	
						VENDOR TOTAL *	5,690.41	
0003279	00	EMERGENCY MEDICAL PRODUCTS INC						
1611528		PI2073 029364 00 01/15/2014	001-1206-422.30-33	GENERAL			410.50	
						VENDOR TOTAL *	410.50	
0006264	00	EMS BILLING SERVICES INC						
20140009		PI2068 029051 00 01/15/2014	001-1206-422.20-99	GENERAL			5,550.58	
						VENDOR TOTAL *	5,550.58	
0001094	00	EVERLY PLUMBING & HEATING INC						
45265		PI2071 029187 00 01/15/2014	001-1206-422.40-13	GENERAL			7,881.00	
45264		PI2072 029302 00 01/15/2014	001-1206-422.40-90	GENERAL			1,185.00	
						VENDOR TOTAL *	9,066.00	
0003909	00	FIRST NATIONAL BANK OMAHA						
4189 121913		PI1913 028813 00 01/15/2014	034-0790-421.30-44	BLANKET PURCHASE ORDER			55.70	
4189 121719		PI1933 029339 00 01/15/2014	034-0790-421.30-31	GENERAL			66.89	
6641 123013		PI1964 028813 00 01/15/2014	034-0790-421.30-44	BLANKET PURCHASE ORDER			46.00	
						VENDOR TOTAL *	168.59	
0001107	00	FREMONT AREA MEDICAL CENTER						
265551 120313		PI1973 028872 00 01/15/2014	001-1004-424.20-35	BLANKET PURCHASE ORDER			150.00	
233517 123113		PI1918 028872 00 01/15/2014	001-1206-422.30-33	BLANKET PURCHASE ORDER			1,745.50	
265551 120313		PI1974 028872 00 01/15/2014	001-1206-422.20-35	BLANKET PURCHASE ORDER			30.00	
265551 120313		PI1975 028872 00 01/15/2014	001-1209-421.20-35	BLANKET PURCHASE ORDER			60.00	
265551 120313		PI1976 028872 00 01/15/2014	001-2031-455.20-35	BLANKET PURCHASE ORDER			30.00	
265551 120313		PI1977 028872 00 01/15/2014	012-2025-431.20-35	BLANKET PURCHASE ORDER			30.00	
						VENDOR TOTAL *	2,045.50	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
9999999	00	FREMONT AUCTION CO						
84785 FRE AUC		000210	00	01/15/2014	001-0000-202.04-00	FREMONT AUCTION CO/COM RM	50.00	
						VENDOR TOTAL *	50.00	
0003360	00	FREMONT AVIATION						
DEC 2013		PI2065 028926	00	01/15/2014	029-2034-466.20-99	FIELD PURCHASE ORDER	1,380.00	
						VENDOR TOTAL *	1,380.00	
0001112	00	FREMONT ELECTRIC INC						
32394		PI1996 029154	00	01/15/2014	001-2031-455.20-60	BLANKET PURCHASE ORDER	75.00	
32394		PI1997 029154	00	01/15/2014	001-2031-455.30-49	BLANKET PURCHASE ORDER	83.08	
						VENDOR TOTAL *	158.08	
0001125	00	FREMONT PUBLIC SCHOOLS						
DEC 13 TOBACCO		000205	00	01/15/2014	001-0000-208.00-00	DEC 13 TOBACCO LICENSE	510.00	
						VENDOR TOTAL *	510.00	
0001131	00	FREMONT TRIBUNE						
73562		PI1919 028873	00	01/15/2014	001-1001-413.20-33	BLANKET PURCHASE ORDER	52.79	
00015111	121713	PI2026 029363	00	01/15/2014	001-1002-415.20-93	BLANKET PURCHASE ORDER	159.25	
73570		PI2059 028873	00	01/15/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	32.80	
73531		PI1980 028873	00	01/15/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	11.45	
73534		PI1982 028873	00	01/15/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	11.45	
73537		PI1983 028873	00	01/15/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	12.76	
73529		PI1979 028873	00	01/15/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	3.60	
73533		PI1981 028873	00	01/15/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	3.93	
73539		PI1984 028873	00	01/15/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	9.49	
20196302		PI1978 028873	00	01/15/2014	001-2026-451.20-33	BLANKET PURCHASE ORDER	94.10	
						VENDOR TOTAL *	391.62	
0006182	00	FREMONT TRUCK & AUTO PARTS INC						
136082		PI1899 028778	00	01/15/2014	001-1206-422.30-63	BLANKET PURCHASE ORDER	15.99	
135809		PI1894 028778	00	01/15/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	31.72	
136170		PI1948 028778	00	01/15/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	33.09	
135846		PI1895 028778	00	01/15/2014	001-1305-430.30-63	BLANKET PURCHASE ORDER	262.26	
135923		PI1897 028778	00	01/15/2014	001-1305-430.30-63	BLANKET PURCHASE ORDER	51.96	
136310		PI1949 028778	00	01/15/2014	001-1305-430.30-63	BLANKET PURCHASE ORDER	69.66	
136311		PI2032 028778	00	01/15/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	103.46	
136415		PI2033 028778	00	01/15/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	19.98	
135919		PI1896 028778	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	448.49	
136047		PI1898 028778	00	01/15/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	15.60	
136377		PI1950 028778	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	150.00	
136495		PI2035 028778	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	5.06	
136499		PI2036 028778	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	18.13	
136423		PI2079 028778	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	22.50-	
136430		PI2034 028778	00	01/15/2014	025-2074-433.30-63	BLANKET PURCHASE ORDER	9.20	
						VENDOR TOTAL *	1,212.10	
0002924	00	FREMONT WASTE TRANSFER						

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0002924	00	FREMONT WASTE TRANSFER						
DEC 2013		000208	00	01/15/2014	001-2027-452.20-99	DEC 2013	77.41	
DEC 2013		000209	00	01/15/2014	012-2025-431.20-99	DEC 2013	8.85	
						VENDOR TOTAL *	86.26	
0000398	00	HOME SAFETY EQUIPMENT CO INC						
346243-1305		PI2029 028233	00	01/15/2014	001-1209-421.30-79	GENERAL	454.80	
						VENDOR TOTAL *	454.80	
0001426	00	JEO CONSULTING GROUP INC						
75831		PI1937 027853	00	01/15/2014	012-2032-431.45-20	FIELD PURCHASE ORDER	918.00	
						VENDOR TOTAL *	918.00	
0001689	00	JOHNSON CONTROLS INC						
1-7493690636		PI2001 029202	00	01/15/2014	001-1209-421.20-60	GENERAL	614.50	
						VENDOR TOTAL *	614.50	
9999999	00	KARMANN, MARVIN						
84714 KARMANN		000189	00	01/15/2014	001-0000-202.04-00	MARVIN KARMANN/CF MTG RM	50.00	
						VENDOR TOTAL *	50.00	
9999999	00	KHUL, HEATHER						
84741 KHUL		000212	00	01/15/2014	001-0000-202.04-00	HEATHER KHUL/CF MTG ROOM	50.00	
						VENDOR TOTAL *	50.00	
0002898	00	LARSEN INTERNATIONAL						
T75055		PI1900 028786	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	54.88	
T75061		PI2037 028786	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	175.20	
T75121		PI2038 028786	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	243.37	
T75183		PI2039 028786	00	01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	110.93	
						VENDOR TOTAL *	584.38	
0003043	00	LEAGUE OF NEBRASKA MUNICIPALITIES						
2014 ASSOC DUES		PI2027 029366	00	01/15/2014	001-1002-415.20-93	BLANKET PURCHASE ORDER	531.11	
						VENDOR TOTAL *	531.11	
0004744	00	LOGISTECH INC						
141720		PI1971 028843	00	01/15/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	109.03	
						VENDOR TOTAL *	109.03	
0001215	00	LOU'S SPORTING GOODS						
090613		PI2098 028749	00	01/15/2014	001-1209-421.30-68	GENERAL	459.00	
091313		PI2099 028915	00	01/15/2014	001-1209-421.30-68	GENERAL	459.00	
FFB176027-FB00		PI2100 028935	00	01/15/2014	001-1209-421.30-68	GENERAL	459.00	
						VENDOR TOTAL *	1,377.00	
0002945	00	LYMAN-RICHEY CORP						
30213913		PI2069 029085	00	01/15/2014	012-2025-431.30-73	FIELD PURCHASE ORDER	209.55	
						VENDOR TOTAL *	209.55	

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INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0006224	00	MARVIN, KEITH A							
263		PI2078	027747	00	01/15/2014	001-2024-416.20-31	FIELD PURCHASE ORDER	525.00	
VENDOR TOTAL *								525.00	
0006212	00	MATHESON TRI-GAS INC							
08302900		PI1901	028787	00	01/15/2014	001-1206-422.30-32	BLANKET PURCHASE ORDER	45.63	
08392419		PI2080	028787	00	01/15/2014	001-1206-422.30-32	BLANKET PURCHASE ORDER	64.33	
50535017		PI1902	028787	00	01/15/2014	001-2027-452.20-70	BLANKET PURCHASE ORDER	3.60	
08316924		PI2040	028787	00	01/15/2014	001-2042-440.30-44	BLANKET PURCHASE ORDER	186.75	
VENDOR TOTAL *								300.31	
0001229	00	MENARDS - FREMONT							
42616		PI1907	028790	00	01/15/2014	001-1206-422.30-79	BLANKET PURCHASE ORDER	135.52	
42754		PI1954	028790	00	01/15/2014	001-1206-422.30-79	BLANKET PURCHASE ORDER	13.86	
43054		PI1955	028790	00	01/15/2014	001-1206-422.30-79	BLANKET PURCHASE ORDER	52.36	
30266		PI1905	028790	00	01/15/2014	001-1209-421.30-33	BLANKET PURCHASE ORDER	112.41	
41939		PI1951	028790	00	01/15/2014	001-2026-451.30-49	BLANKET PURCHASE ORDER	56.86	
42006		PI1952	028790	00	01/15/2014	001-2026-451.30-49	BLANKET PURCHASE ORDER	79.69	
42140		PI1953	028790	00	01/15/2014	001-2026-451.30-49	BLANKET PURCHASE ORDER	43.77	
42204		PI1906	028790	00	01/15/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	40.56	
43082		PI2041	028790	00	01/15/2014	001-2027-452.30-48	BLANKET PURCHASE ORDER	177.13	
28103		PI1904	028790	00	01/15/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	44.97	
VENDOR TOTAL *								757.13	
0002421	00	MOORE MEDICAL LLC							
98021877 I		PI2090	029365	00	01/15/2014	001-1206-422.30-33	GENERAL	393.10	
VENDOR TOTAL *								393.10	
9999999	00	MUELLER, GEORGIA							
84760 MUELLER		000213		00	01/15/2014	001-0000-202.04-00	GEORGIA MUELLER/COMM ROOM	50.00	
84759 MUELLER		000214		00	01/15/2014	001-2026-347.05-00	GEORGIA MUELLER/COMM ROOM	10.00	
VENDOR TOTAL *								60.00	
0005038	00	MUNICIPAL EMERGENCY SERVICE-FREMONT							
00479083		PI1903	028789	00	01/15/2014	001-1206-422.30-52	BLANKET PURCHASE ORDER	170.00	
VENDOR TOTAL *								170.00	
0002006	00	NEBR DEPT OF REVENUE							
273392961	1213	PI1998	029162	00	01/15/2014	001-2026-451.20-99	BLANKET PURCHASE ORDER	.68	
VENDOR TOTAL *								.68	
0003977	00	NEBR DEPT OF REVENUE							
1770191	2013	PI2094	029396	00	01/15/2014	001-1003-415.20-99	FIELD PURCHASE ORDER	3.92	
1770191	2013	PI2095	029396	00	01/15/2014	001-1206-422.20-99	FIELD PURCHASE ORDER	3.17	
1770191	2013	PI2096	029396	00	01/15/2014	001-1305-430.20-99	FIELD PURCHASE ORDER	22.01	
11419447	2013	PI2092	029394	00	01/15/2014	001-2028-451.20-99	FIELD PURCHASE ORDER	1,070.00	
13392961	1213	PI1999	029163	00	01/15/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	114.80	
110039813		PI2093	029395	00	01/15/2014	001-2030-451.20-99	FIELD PURCHASE ORDER	9,885.23	
18124825	2013	PI2091	029389	00	01/15/2014	001-2031-455.20-99	GENERAL	374.01	

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0003977	00	NEBR DEPT OF REVENUE					
1770191	2013	PI2097 029396	00 01/15/2014	012-2025-431.20-99	FIELD PURCHASE ORDER	61.27	
					VENDOR TOTAL *	11,534.41	
9999999	00	NEWILL, JEANNIE					
84718	NEWILL	000190	00 01/15/2014	001-0000-202.04-00	JEANNIE NEWILL/CF MTG RM	50.00	
					VENDOR TOTAL *	50.00	
0001473	00	NMC EXCHANGE LLC					
2817353		PI2020 029306	00 01/15/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	128.94	
					VENDOR TOTAL *	128.94	
0006329	00	NNSWC LANDFILL					
DECEMBER	2013	000215	00 01/15/2014	001-1013-432.20-21	DECEMBER 2013	43,555.37	
					VENDOR TOTAL *	43,555.37	
0001020	00	O'REILLY AUTOMOTIVE INC					
0397-162660		PI1960 028794	00 01/15/2014	001-1206-422.30-79	BLANKET PURCHASE ORDER	12.18	
0397-163313		PI1962 028794	00 01/15/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	29.61	
0397-164092		PI1910 028794	00 01/15/2014	001-1305-430.30-63	BLANKET PURCHASE ORDER	68.60	
0397-163975		PI1909 028794	00 01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	204.27	
0397-160039		PI1956 028794	00 01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	161.76	
0397-160040		PI1957 028794	00 01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	160.04	
0397-162084		PI1958 028794	00 01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	93.90	
0397-162122		PI1959 028794	00 01/15/2014	012-2025-431.30-33	BLANKET PURCHASE ORDER	19.99	
0397-162744		PI1961 028794	00 01/15/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	83.99	
					VENDOR TOTAL *	834.34	
0002888	00	OFFICENET					
718515-0		PI1921 028889	00 01/15/2014	001-1004-424.20-70	BLANKET PURCHASE ORDER	34.44	
718574-0		PI1923 028889	00 01/15/2014	001-1206-422.20-95	BLANKET PURCHASE ORDER	105.25	
718659-0		PI1931 029308	00 01/15/2014	001-1209-421.20-60	GENERAL	234.25	
718575-0		PI2083 028889	00 01/15/2014	001-1209-421.20-70	BLANKET PURCHASE ORDER	125.00	
718515-0		PI1922 028889	00 01/15/2014	001-1305-430.20-70	BLANKET PURCHASE ORDER	34.44	
718968-0		PI2028 029368	00 01/15/2014	001-2027-452.30-31	GENERAL	89.35	
718576-0		PI1924 028889	00 01/15/2014	001-2029-451.20-70	BLANKET PURCHASE ORDER	64.72	
716701-0		PI2022 029321	00 01/15/2014	001-2029-451.30-31	GENERAL	31.82	
716622-0		PI2021 029320	00 01/15/2014	034-0790-421.30-31	GENERAL	315.39	
718581-0		PI2084 028889	00 01/15/2014	034-0790-421.20-70	BLANKET PURCHASE ORDER	97.50	
					VENDOR TOTAL *	1,132.16	
0001475	00	OMAHA COMPOUND CO					
133509		PI2005 029285	00 01/15/2014	001-1206-422.30-49	GENERAL	90.67	
133509		PI2006 029285	00 01/15/2014	001-1209-421.30-49	GENERAL	90.68	
133509		PI2007 029285	00 01/15/2014	001-2026-451.30-49	GENERAL	634.72	
133509		PI2008 029285	00 01/15/2014	001-2027-452.30-49	GENERAL	544.05	
133509		PI2009 029285	00 01/15/2014	001-2030-451.30-49	GENERAL	272.03	
133509		PI2010 029285	00 01/15/2014	001-2031-455.30-49	GENERAL	181.35	
					VENDOR TOTAL *	1,813.50	

PREPARED 01/09/2014, 9:11:04
 PROGRAM: GM339L
 City of Fremont
 General Fund

EXPENDITURE APPROVAL LIST
 AS OF: 01/15/2014 CHECK DATE: 01/15/2014

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BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001625 CO65208114	00	OTIS ELEVATOR CO PI1915 028822	00	01/15/2014	001-1209-421.20-65	BLANKET PURCHASE ORDER	134.66	
						VENDOR TOTAL *	134.66	
0005545 15956 15956	00	PLATTE MECHANICAL INC PI2002 029217 PI2003 029217	00	01/15/2014 01/15/2014	001-2027-452.20-60 001-2027-452.30-49	GENERAL GENERAL	820.00 820.00	
						VENDOR TOTAL *	1,640.00	
0002919 577193	00	PLATTE VALLEY EQUIPMENT LLC PI1911 028795	00	01/15/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	31.60	
						VENDOR TOTAL *	31.60	
0005619 83484315	00	POLK CITY DIRECTORIES PI2000 029174	00	01/15/2014	001-2031-455.30-51	GENERAL	355.00	
						VENDOR TOTAL *	355.00	
0002876 155180 155181 155182	00	RAWHIDE CHEMOIL INC PI2074 029372 PI2075 029372 PI2076 029372	00	01/15/2014 01/15/2014 01/15/2014	001-1206-422.30-44 001-1206-422.30-44 012-2025-431.30-44	FIELD PURCHASE ORDER FIELD PURCHASE ORDER FIELD PURCHASE ORDER	1,380.09 1,013.20 1,006.08	
						VENDOR TOTAL *	3,399.37	
0005268 350574	00	SCHABEN INDUSTRIES PI2004 029251	00	01/15/2014	012-2025-431.40-90	FIELD PURCHASE ORDER	2,904.00	
						VENDOR TOTAL *	2,904.00	
9999999 84699	00	SCHNEIDER, ARLEN SCHNEIDER000191	00	01/15/2014	001-0000-202.04-00	ARLEN SCHNEIDER/CF MTG RM	50.00	
						VENDOR TOTAL *	50.00	
9999999 MR REFUND	00	SCOTT ELECTRIC MR	00	01/15/2014	001-0000-202.00-00		84.00	
						VENDOR TOTAL *	84.00	
0003375 850599 850601	00	STATE OF NEBRASKA - CELLULAR PI1920 028884 PI1987 028892	00	01/15/2014 01/15/2014	001-1015-415.20-12 034-0790-421.20-12	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	1,156.82 256.00	
						VENDOR TOTAL *	1,412.82	
0001137 5033849	00	STEFFY CHRYSLER CENTER INC, PI1912 028801	GENE 00	01/15/2014	001-1305-430.30-63	BLANKET PURCHASE ORDER	23.80	
						VENDOR TOTAL *	23.80	
0005078 JAN 2014 JAN 2014	00	SUN LIFE FINANCIAL PI1992 028953 PI1993 028953	00	01/15/2014 01/15/2014	060-0660-441.70-06 060-0660-441.70-08	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	3,051.92 3,964.69	
						VENDOR TOTAL *	7,016.61	

PREPARED 01/09/2014, 9:11:04
PROGRAM: GM339L
City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
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BANK: 00

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO	NO			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0004671	00	WINTER EQUIPMENT COMPANY INC									
IV20046		PI1994 029021 00 01/15/2014						012-2025-431.30-56	FIELD PURCHASE ORDER	1,030.64	
									VENDOR TOTAL *	1,030.64	
0001337	00	30 BOWL									
10/17-12/12/13		PI2077 029378 00 01/15/2014						001-2029-451.20-16	GENERAL	1,588.00	
									VENDOR TOTAL *	1,588.00	
		00 General Fund							BANK TOTAL *	195,248.24	11,499.95

PREPARED 01/09/2014, 9:11:04
 PROGRAM: GM339L
 City of Fremont
 Employee Benefits

EXPENDITURE APPROVAL LIST
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 BANK: 01

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0005708	00	REGIONAL CARE INC										
01/02/14	MANUAL000199		01	01/02/2014	060-0660-441.70-01	01/02/14	MANUAL CLAIMS	CHECK #:	100428	134.02		
01/06/14	MANUAL000203		01	01/06/2014	060-0660-441.70-01	01/06/14	AUTO CLAIMS	CHECK #:	100429	1,573.75		
01/08/14	MANUAL000219		01	01/08/2014	060-0660-441.70-01	01/08/14	MANUAL CLAIMS	CHECK #:	100430	160,609.23		
VENDOR TOTAL *										.00	162,317.00	
0003405	00	WORKERS' COMPENSATION FUND										
01/02/14	MANUAL000200		01	01/02/2014	061-0662-441.70-01	01/02/14	WC	CHECK #:	100427	98.96		
01/02/14	MANUAL000201		01	01/02/2014	061-0662-441.70-06	01/02/14	WC	CHECK #:	100427	405.74		
01/02/14	MANUAL000202		01	01/02/2014	061-0662-441.70-07	01/02/14	WC	CHECK #:	100427	311.10		
01/08/14	MANUAL000216		01	01/08/2014	061-0662-441.70-01	01/08/14	WC	CHECK #:	100431	2,032.00		
01/08/14	MANUAL000217		01	01/08/2014	061-0662-441.70-06	01/08/14	WC	CHECK #:	100431	405.74		
01/08/14	MANUAL000218		01	01/08/2014	061-0662-441.70-07	01/08/14	WC	CHECK #:	100431	219.46		
VENDOR TOTAL *										.00	3,473.00	
01 Employee Benefits										BANK TOTAL *	.00	165,790.00

PREPARED 01/09/2014, 9:11:04
PROGRAM: GM339L
City of Fremont
Special Revenue

EXPENDITURE APPROVAL LIST
AS OF: 01/15/2014 CHECK DATE: 01/15/2014

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BANK: 02

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001304	00	SAWYER CONSTRUCTION CO						
1793	PI1995	029060	02	01/15/2014	011-2059-465.20-29	BLANKET PURCHASE ORDER	64,200.00	
						VENDOR TOTAL *	64,200.00	
			02	Special Revenue		BANK TOTAL *	64,200.00	

PREPARED 01/09/2014, 9:11:04
PROGRAM: GM339L
City of Fremont
E911

EXPENDITURE APPROVAL LIST
AS OF: 01/15/2014 CHECK DATE: 01/15/2014

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BANK: 09

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0001759	00	ATS "THE BEEPER PEOPLE"						
4781647		PI1914 028815 09 01/15/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	317.13	
						VENDOR TOTAL *	317.13	
0005808	00	CENTURYLINK						
806407		PI1879 028615 09 01/15/2014			033-0789-421.40-15	BLANKET PURCHASE ORDER	137,437.09	
						VENDOR TOTAL *	137,437.09	
0002675	00	CENTURYLINK (QWEST)						
4026440105	1213	PI1916 028870 09 01/15/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	1,821.29	
4027272600	1213	PI1917 028870 09 01/15/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	90.99	
						VENDOR TOTAL *	1,912.28	
0001229	00	MENARDS - FREMONT						
42686		PI1908 028790 09 01/15/2014			033-0789-421.30-31	BLANKET PURCHASE ORDER	39.72	
						VENDOR TOTAL *	39.72	
0003375	00	STATE OF NEBRASKA - CELLULAR						
846324		PI1925 028892 09 01/15/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
850651		PI1926 028892 09 01/15/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
						VENDOR TOTAL *	1,536.00	
						BANK TOTAL *	141,242.22	
						HAND ISSUED TOTAL ***		156,760.36
						EFT/EPAY TOTAL ***		20,529.59
						TOTAL EXPENDITURES ****	400,690.46	177,289.95
						*****		577,980.41
					GRAND TOTAL			

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: January 10, 2014

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: The City Council receives internally-produced monthly financial statements in addition to the annual audited financial statements; however, the monthly reports are not available until mid-month. This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month. The Council will continue to receive the monthly financial statements, but this snapshot gives the Council more timely information regarding cash reserve balances.

Fiscal Impact: None

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
December 31, 2013

Account Name	Statement ending balances						
	Fremont National Bank	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BANCORP
Proprietary Funds							
<u>Checking/Money Market</u>							
Combined Utilities Fund	\$ 8,127,293						
Payroll Account	\$ 236,690						
Electric Fund	\$ 1,557,841						
Comb Util Funds/Construction	\$ 2,135,514						
Electric Funds						\$ 4,502,119	
Customer Deposit Fund	\$ 8,907						
Water Project Bond Acct	\$ 80,036						
Department of Utilities			\$ 665,182				
Sewer Improvement	\$ 3,375						
Sewer Funds						\$ 2,000,550	
Gas Fund						\$ 1,024,740	
Total Checking/Money Market	\$ 12,149,656	\$ -	\$ 665,182	\$ -	\$ -	\$ 7,527,408	\$ -
<u>CD Investments</u>							
Electric			\$ 14,352,800	\$ 1,096,000	\$ 5,300,000	\$ -	
Water			\$ 375,000				
Sewer			\$ 1,600,000				
Gas			\$ 3,000,000				
Total CD Investments	\$ -	\$ -	\$ 19,327,800	\$ 1,096,000	\$ 5,300,000	\$ -	\$ -
Total Proprietary deposits	\$ 12,149,656	\$ -	\$ 19,992,982	\$ 1,096,000	\$ 5,300,000	\$ 7,527,408	\$ -
					Grand total	\$ 46,066,046	
Grand total, all funds	\$ 21,932,395	\$ 1,339,685	\$ 31,676,085	\$ 4,296,000	\$ 5,320,773	\$ 16,695,163	\$ 9,598
					Grand total	\$ 81,269,699	

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
December 31, 2013

Account Name	Statement ending balances						
	Fremont National Bank	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BANCORP
Governmental							
<u>Checking/Money Market</u>							
City Treasurer	\$ 3,855,689						
City Payroll Imprest	\$ 204,353						
City Treasurer-M Mkt	\$ 5,332,014						
City Treasurer						\$ 2,937,765	
Special Revenue		\$ 41,025					
Econ Development -						\$ 3,111,892	
Infrastructure - Sales Tax						\$ 1,694,783	
Insured M MKT ** -Sales Tax		\$ 1,298,660					
Public Safety - Sales Tax						\$ 278,357	
Streets - Sales Tax						\$ 798,871	
Streets - M Mkt			\$ 2,374,597				
Tax Relief - Sales Tax						\$ 195	
Community Development Agy	\$ 49,586						
Keno			\$ 173,347				
Keno - Npait M Mkt						\$ 345,890	
CDBG Revolving Fund						\$ -	
CDBG Clearing	\$ 25,019						
E911	\$ 41,275						
Drug Task	\$ 274,805						
Employee Benefits			\$ 860,159				
Work Comp			\$ -				
Employee Benefits							\$ 9,598
Total Checking/Money Market	\$ 9,782,740	\$ 1,339,685	\$ 3,408,104	\$ -	\$ -	\$ 9,167,754	\$ 9,598
<u>CD Investments</u>							
General fund			\$ 350,000		\$ 20,773		
Sales Tax/Public Safety fund				\$ 1,000,000			
Sales Tax/Infrastructure fund			\$ 1,500,000	\$ 400,000			
Sales Tax/Streets fund			\$ 1,350,000	\$ 1,000,000			
Sales Tax/LB840 fund							
Street fund			\$ 2,250,000	\$ 500,000			
KENO fund				\$ 250,000	\$ -		
Trust Fund			\$ 125,000	\$ 50,000			
Special assessment Fund			\$ 500,000				
Employee Benefits			\$ 1,550,000				
Work Comp			\$ 650,000				
Total CD Investments	\$ -	\$ -	\$ 8,275,000	\$ 3,200,000	\$ 20,773	\$ -	\$ -
Total Governmental deposits	\$ 9,782,740	\$ 1,339,685	\$ 11,683,104	\$ 3,200,000	\$ 20,773	\$ 9,167,754	\$ 9,598
					Grand total	\$ 35,203,653	

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: JANUARY 10, 2014

SUBJECT: CONSUME ALCOHOL

Recommendation: Approve Resolution permitting consumption of alcohol on City property

Background: Per State Statute permission to consume on public property must be approved local government.

#7

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, APPROVING CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AS FOLLOWS: City Auditorium (6/27/15); Friendship Center (2/21/14); Christensen Field (6/14/14)

<u>Requestor:</u>	<u>Date:</u>	<u>Purpose:</u>	<u>City Property</u>
Lisa Thobe	June 27, 2015	wedding	City Auditorium
Scott Swaney	February 21, 2014	banquet	Friendship Center
Emily Peck	June 14, 2014	wedding	Christensen Field

PASSED AND APPROVED THIS 14th DAY OF January , 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

CITY OF
FREMONT
NEBRASKA PATHFINDER

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778
MM.VOLKE@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Lisa Thobe, I respectfully request permission
Organization or Individual

to consume alcohol beverages on 6-27-15 at Fremont Auditorium
Date Location

for a Wedding
Type of Event

****Please indicate which facility you will be renting****

☒ **Christensen Field or City Auditorium**

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

☐ **Moller Center**

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Lisa Thobe
Print Name

Lisa Thobe
Signature

540 West Eagle St. Arlington, NE 68002 (402) 909-2342
Address City State & Zip Phone

CITY OF
FREMONT

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM

RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:

CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025

FAX: 402.727.2778

KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Omaha Chapter AMCA, Inc, I respectfully request permission
Organization or Individual

to consume alcohol beverages on Febr 21 at Senior Center / Christensen Field
Date Location

for a Motorcycle Event Banquet
Type of Event

****Please indicate which facility you will be renting****

☒ **Christensen Field or City Auditorium**

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

☐ **Moller Center**

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Scott Swaney
Print Name

[Signature]
Signature

PO Box 712 Bellvue NE
Address City State & Zip 68005

402 660 5151
Phone

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM

RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:
CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

402.727.2778 OR WWW.MONTOSH.FREMONT.NE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Emily Peck & Tyler Kimmell, I respectfully request permission
Organization or Individual

to consume alcohol beverages on June 14, 2014 at Christensen Field
Date Location

for a wedding
Type of Event

****Please indicate which facility you will be renting****

☒ Christensen Field or City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

☐ Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Emily Peck
Print Name

Emily Peck
Signature

734 N. Park #402 Fremont, ne
Address City State & Zip 68025

(402) 802-8388
Phone

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: KIMBERLY VOLK, CITY CLERK/TREASURER
DATE: JANUARY 10, 2014
SUBJECT: SPECIAL DESIGNATED PERMIT

Recommendation: Move to approve Resolution

Background: Events will be monitored for compliance with all rules and regulations.

#8

RESOLUTION NO.

A Resolution of the City Council of the City of Fremont, Nebraska, approving Special Designated Permit applications for Rise's Drive-In Liquor (2/21/14, 3/29/14 & 4/5/14); DeSauce Development (1/24/14)

RESOLVED: That the Fremont City Council approve the applications for a Special Designated permit as outlined herein:

Requester	Property	Date	Purpose
Rise's Drive-In Liquor	1730 West 16TH	February 21, 2014	reception
Rise's Drive-In Liquor	700 East 10th	March 29, 2014	fund raiser
Rise's Drive-In Liquor	541North Broad	April 5, 2014	reception
DeSauce Development	1710 West 16th	January 24, 2014	reception

PASSED AND APPROVED THIS 14th DAY OF Janaury, 2014

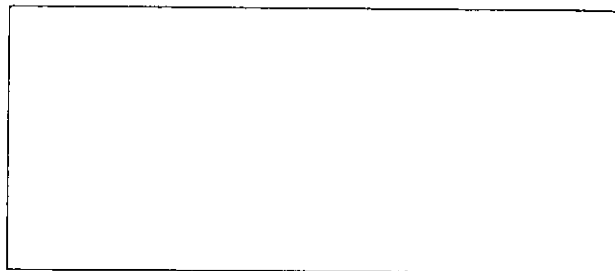
Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-74918

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Rise's Drive-In Liquor Inc.

ADDRESS: 1900 E. MILITARY AVE #284

CITY FREMONT, NE ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME FRIENDSHIP CENTER

ADDRESS: 1730 W. 16TH CITY FREMONT, NE

ZIP 68025 COUNTY and COUNTY # DODGE #5

a. Is this location within the city/village limits? YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives? YES ☐ NO ☒

c. Is this location within 300' of any university or college campus? YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>FEB. 21, 2014</u>	Date _____	Date _____	Date _____	Date _____	Date _____
Hours From <u>1:00 pm</u>	Hours From _____	Hours From _____	Hours From _____	Hours From _____	Hours From _____
To <u>1:00 am</u>	To _____	To _____	To _____	To _____	To _____

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☒ Reception ☐ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting
☐ Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 100 x 125
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____

***SKETCH OF OUTDOOR AREA (or attach copy of sketch)**

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____

☐ Tent

8. How many attendees do you expect at event? 150

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

WRIST BANDS + SECURITY GUARD

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ Retailer ☐ Both ☐ BYO ☐
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

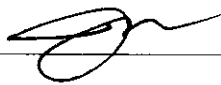
If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor JEFF RISE

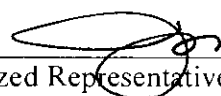
Signature of Event Supervisor 

Phone of Event Supervisor: Before 402-721-7778 During 402-719-9689

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here


Authorized Representative/Applicant

MANAGER
Title

1-6-19
Date

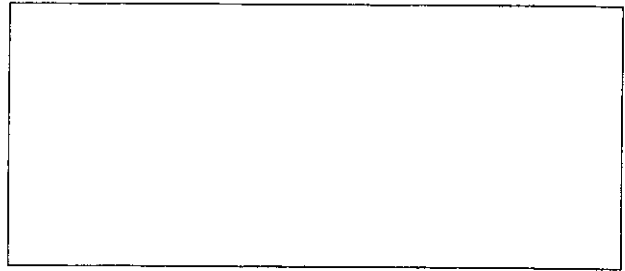
JEFF RISE
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-74918

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: RISE'S DRIVE-IN LIQUOR, INC

ADDRESS: 1900 E. MILITARY AVE #284

CITY FREMONT, NE ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME HOPKINS ARENA

ADDRESS: 700 E. 10TH CITY FREMONT, NE

ZIP 68025 COUNTY and COUNTY # DODGE #5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☒ NO ☐

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>MARCH 29, 2014</u>	Date _____	Date _____	Date _____	Date _____	Date _____
Hours From <u>1:00 PM</u>	Hours From _____	Hours From _____	Hours From _____	Hours From _____	Hours From _____
To <u>1:00 AM</u>	To _____	To _____	To _____	To _____	To _____

- a. Alternate date: _____
- b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☐ Reception ☒ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting
☐ Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 192 x 133
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____
☐ Tent

8. How many attendees do you expect at event? 250

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

WRIST BANDS + SECURITY

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

- a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ Retailer ☐ Both ☐ BYO ☐
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒


If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Jeff Rise


Signature of Event Supervisor 

Phone of Event Supervisor: Before 402-721-7778 During 402-719-9689

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here


Authorized Representative/Applicant

MANAGER
Title

1-6-14
Date

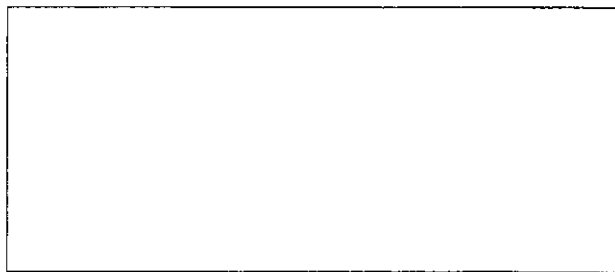
JEFF RISE
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-74918

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Rise's Drive-In Liquor Inc.

ADDRESS: 1900 E. MILITARY AVE #284

CITY Fremont, NE

ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME LOVE LARSON OPERA HOUSE

ADDRESS: 541 N. BROAD ST.

CITY Fremont NE

ZIP 68025

COUNTY and COUNTY # DODGE #5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>April 5, 2014</u>	Date	Date	Date	Date	Date
Hours From <u>1:00pm</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>1:00am</u>	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance
 ☒ Reception
 ☐ Fund Raiser
 ☐ Beer Garden
 ☐ Sampling/Tasting
☐ Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 200' x 110'
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____

***SKETCH OF OUTDOOR AREA** (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____

☐ Tent

8. How many attendees do you expect at event? 250

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

WAIST BANDS + SECURITY GUARD

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ Retailer ☐ Both ☐ BYO ☐
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒


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13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor JEFF RISE

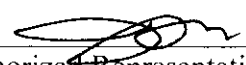
Signature of Event Supervisor 

Phone of Event Supervisor: Before 402-721-7778 During 402-919-9689

Consent of Authorized Representative/Applicant

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sign
here


Authorized Representative/Applicant

MANAGER
Title

1-6-14
Date

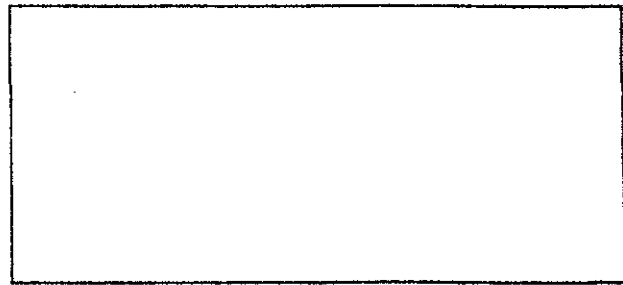
JEFF RISE
Print Name

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NEBRASKA LIQUOR CONTROL COMMISSION
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PO BOX 95046
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FAX: (402) 471-2814
Website: www.lcc.ne.gov/



RETAIL LICENSE HOLDERS ☒

DO YOU NEED POSTERS? YES ☐ NO ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

CK 43172

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Desauce Development woodenwindmill (Fnspro)

ADDRESS: 1155 So. Broad

CITY: Fremont ZIP: 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Christensen Field Main Meeting Room

ADDRESS: Linden Ridge Road 1710 W. 16th CITY: Fremont

ZIP: 68025 COUNTY and COUNTY# Dodge #5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>Jan 24th 2014</u>	Date	Date	Date	Date	Date
Hours From <u>8:00 AM</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>1:00 AM</u>	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance
 ☒ Reception
 ☐ Fund Raiser
 ☐ Beer Garden
 ☐ Sampling/Tasting
☐ Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 150' x 120'
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____

***SKETCH OF OUTDOOR AREA (or attach copy of sketch)**

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____

☐ Tent

8. How many attendees do you expect at event? 100

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

HAVE SECURITY

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer: Will you be purchasing your alcohol from a wholesaler?** YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ Retailer ☐ Both ☒ BYO ☐
(includes wineries)

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If so, describe activity _____

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13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor

Signature of Event Supervisor

Phone of Event Supervisor: Before

402 719-4248

During

Same

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here

Authorized Representative/Applicant

Title

Date

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Troy Schaben, Assistant General Manager, Department of Utilities

DATE: January 14, 2014

SUBJECT: SOLID WASTE COMPOST SITE PERMIT

Recommendation: Approve Resolution allowing Department of Utilities to Operate a Solid Waste Compost Site.

Background: Renewal and modification to existing Compost Permit requires public hearing and 30 days after public hearing to allow for written comments. Public hearing was held December 10, 2013. No public comments were received.

#9

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving the application of the Department of Utilities to operate a Solid Waste Compost Site at the Wastewater Treatment Plant, 6325 East Morningside Road

WHEREAS, on December 10, 2013 a public hearing was held on the application of the Department of Utilities to operate a Solid Waste Compost Site at the Wastewater Treatment Plant (6325 East Morningside Road); and

WHEREAS, written information was presented on the design, operation, sitting and traffic associated with the site and no other testimony was presented;

NOW, THEREFORE BE IT RESOLVED, that the application of the Department of Utilities to operate a Solid Waste Compost Site at the Wastewater Treatment Plant, be approved and that the Mayor be authorized to sign the application following the expiration of the 30 day comment period January 14, 2014.

PASSED AND APPROVED THIS 14th DAY OF January, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Donald Simon, Chief Building Inspector

DATE: Jan. 09, 2014

SUBJECT: Building Code Advisory and Appeals Board

Recommendation: Motion to approve the recommendation for the Mayor and reappoint Phil Bang, Curt Friedrich and Marty Gifford to the Building code Advisory and Appeals Board for a 3 year term ending November 2016.

Background: The three individuals are current members and have agreed to continuing serving on the board.

Fiscal Impact: \$0

#10

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jean Kaup-Van Iperen, Office Services Associates

DATE: January 9, 2014

SUBJECT: Contract Award Analysis of Impediments to Fair Housing

Recommendation: Approve Resolution

Background: As requested by Council, the City Staff completed an RFP for an Analysis of Impediments to Fair Housing. Nineteen (19) RFP letters were sent out to qualified consultants. On January 6, 2014, the city received three (3) from interested consultants. A selection committee scored the proposals and all three companies had the necessary credentials to conduct an Analysis of Impediments to Fair Housing, but one company was too high in price compared to the other two which knocked them out of the running. The other two companies were close enough in scoring that further inquiry was made to the remaining companies. The companies were asked how each would specifically handle Fremont's immigration ordinance and their responses follow this report. After reviewing each company's response and references a staff selection was made and resulted in the proposed resolution.

The company of ASK Development Solutions, Inc. of Southfield, MI was the responsible bidder ranking number 1 with the selection committee. Their proposal was in the amount of \$16,000.

The contract will be entered into following approval by the council.

A bid summary is attached.

Fiscal Impact: \$16,000

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing execution of a professional services agreement, subject to City Attorney's approval, for the Analysis of Impediments to Fair Housing in the amount of \$16,000 to ASK Development Solutions

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council authorizing execution of a professional service agreement, subject to City Attorney's approval, for the Analysis of Impediments to Fair Housing in the amount of \$16,000 to ASK Development Solutions

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

BID SUMMARY
Analysis of Impediments to Fair Housing
January 6, 2014

		NAME OF FIRMS		
		ASK Development Solutions, Inc. Southfield, MI	Western Economic Services, LLC Portland, OR	Property Management Solutions Sioux Falls, SD
FACTORS	SCALE			
1. Work Plan/Approach/Schedule	0-20	17	18	16
2. Firm's History	0-15	11	14	8
3. References	0-10	9	9	5
4. Qualification of Project Team	0-10	8	10	8
5. Ability to Perform Required Services	0-20	18	17	16
6. Total Project Cost	0-25	21 (\$16,000)	8 (\$36,915 with \$9,060 addt'l optional cost)	23 (\$12,500)
TOTAL	100	84	76	76

PROPERTY MANAGEMENT SOLUTIONS
2008 South Phillips Avenue
Sioux Falls, SD 57105
605-413-8968
www.pmssf.com

January 8, 2014

Jean Kaup
City of Fremont
400 E. Military Avenue
Fremont NE 68025

Dear Jean,

Per your request I have reviewed your Ordinance No. 5165 as it pertains to housing.

As stated in Chapter 2, paragraph 2.7, page 16 of the Fair Housing Planning Guide issued by HUD, Impediments to fair housing choice are defined as follows:

1. Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices

2. Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

Impediments to fair housing choice are defined as:

1. Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restrict housing choices or the availability of housing choice

*2. Any actions, omissions, or decisions that have this effect.
Policies, practices, or procedures that appear neutral on their face, but which operate to deny or adversely affect the availability of housing to persons because of race, ethnicity, disability, and families with children may constitute such impediments.*

3. Impediments to fair housing choice include actions or omissions in the State or Entitlement jurisdiction that:

A. Constitute violations, or potential violations, of the Fair Housing Act

B. Are counterproductive to fair housing choice, such as:

– Community resistance when minorities, persons with disabilities and/or low-income persons first move into white and/or moderate- to high-income areas

– Community resistance to the siting of housing facilities for persons with disabilities because of the persons who will occupy the housing.

C. Have the effect of restricting housing opportunities on the basis of race, color, religion, sex, disability, familial status, or national origin.

In light of this definition, I conclude that the ordinance is a significant impediment to fair housing choice. The ordinance's passage discourages housing providers from serving persons on the basis of national origin or discourages persons on the basis of national origin from seeking housing and this would be seen as an impediment.

Based on information gathered for the Impediments Study, I will recommend the steps, timelines, and measureable outcomes necessary to mitigate any adverse effects the ordinance has on fair housing choice with respect to national origin.

If you have further questions or need further clarification, feel free to contact me.

Sincerely,

Paul Flogstad

From: [askdevsol](#)
To: [Kaup, Jean](#)
Subject: Response re Approach to Immigration Ordinance in AI
Date: Thursday, January 09, 2014 8:36:32 AM

Ms. Kaup,

Thank you for the opportunity to be considered as one of the finalists to assist the City in preparing its Analysis of Impediments to Fair Housing Choice (AI). Regarding the City's immigration ordinance (ordinance 5165), we would address the ordinance as follows:

Per federal regulatory requirements at 24 CFR 91.255(a)(1); 91.325(a)(1); and 91.425(a)(1)(I), the AI must include the following:

- A review of a City's **laws**, regulations, and administrative policies, procedures and practices;
- An assessment of how those laws, policies and practices affect the location availability and accessibility of housing;

According to HUD, impediments to fair housing choice are:

1. Any actions, omissions, or decisions *taken because of* race, color, religion, sex, disability, familial status or national origin that restrict housing choices or the availability of housing choices.
2. Any actions, omissions or decisions *that have the effect of* restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status or national origin. **These are typically related to laws and regulations.**

Since the immigration ordinance is a local law that could potentially have the effect of restricting fair housing choice, it must be reviewed within the context of the AI. We noted that the housing provisions which are the only ones that pertain to the AI "are not in effect and will not be enforced until there is a decision of the US Court of Appeals for the Eighth Circuit..."

Since the housing provisions are not yet in force, our review is unlikely to glean any empirical data on the effects for the City of Fremont. However, data from other jurisdictions where this has been implemented and where data is available can be used to assess "potential" impacts on fair housing choice. It is also likely that fair housing advocates and residents with whom the AI requires the City to confer may raise the potential effects of the ordinance, which then will also require us to review it.

For example, in the "Future of Fair Housing," a report prepared by the National Commission on Fair Housing and Equal Opportunity, page 49, it is noted that "without the authority or expertise to determine a potential tenant's immigration status, a landlord may refrain from renting or leasing to anyone he suspects could be an undocumented immigrant, a behavior likely to lead to racial and ethnic profiling and discrimination against people of color, and most commonly, Latinos." I noted that the ordinance includes language that states that it will be applied uniformly and not enforced based on a person's race, ethnicity, religion, or national origin.

However, prior to proceeding with the AI, as part of our consultation process, we will also contact the regional Fair Housing Office of HUD to get any further input and direction regarding review of the ordinance in the AI.

I hope this helps. Let me know if you have any questions.

Regards,

Chris Plummer

Christopher Plummer

ASK Development Solutions

Phone: 561.310.1739

Fax: 888.559.7775

Email: askdevsol@bellsouth.net

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kimberly Volk, City Clerk/Treasurer

DATE: January 10, 2014

SUBJECT: Keno Audit

Recommendation: Move to receive audit report for Keno funds ending September 30, 2013 as submitted by
Almquist, Maltzahn, Galloway & Luth.

Background: Almquist, Maltzahn, Galloway & Luth performed the audit for the keno operations for the fiscal year ending September 30, 2013 and completed the required 35K report that was submitted to the State.

Fiscal Impact: budgeted expense in Keno funds of \$2550 for performing the audit

#12

**CITY OF FREMONT KENO LOTTERY
FREMONT, NEBRASKA**

**REPORTS ON AGREED-UPON PROCEDURES
AND ANNUAL EXAMINATION**

For the Year Ended September 30, 2013

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SHAREHOLDERS:

Robert D. Almquist
Phillip D. Maltzahn
Terry T. Galloway
Marcy J. Luth
Heidi A. Asfaby
Christine R. Shenk

INDEPENDENT ACCOUNTANTS' REPORT ON AGREED-UPON PROCEDURES

City of Fremont Keno Lottery
Fremont, Nebraska

To the Honorable Mayor and City Council
City of Fremont, Nebraska

We have performed the procedures enumerated below, as required by Revenue Ruling 35-10-3 published by the Nebraska Department of Revenue, Charitable Gaming Division (Division), which were agreed to by the City of Fremont Keno Lottery and the Division, solely to assist the specified users in evaluating management's assertion about the City of Fremont Keno Lottery's compliance with the specifically cited provisions of the Nebraska County and City Lottery Act and County and City Lottery Regulations during the year ended September 30, 2013, included in its representation letter dated December 26, 2013. The City of Fremont Keno Lottery is responsible for the compliance with the specifically cited provisions of the regulations. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

PROCEDURES PERFORMED IN CONNECTION WITH KENO LOTTERY OPERATION EXAMINATION

Our procedures and findings are as follows:

1. Compliance Requirement (Manual Draw Method): An unannounced observation of the keno activity must be made at least annually for all sponsors who use a manual ball draw method for selection of winning numbers during the conduct of a keno lottery. Regulation 35-616.01

1203 W 2nd Street
PO Box 1407
Grand Island, NE 68802
Ph. 308-381-1810
Fax 308-381-4824
Email: cpa@gicpas.com

Findings:

The City of Fremont does not use a manual draw method; therefore, this compliance procedure was not applicable.

2. Compliance Requirement (Manual Draw Method): During the unannounced visit, observe five keno games and verify that the keno operator has a minimum of three lottery workers involved during the drawing of the twenty keno numbers when a manual ball draw method of winning number selection is used. Three lottery workers must be involved on every game using a manual ball draw system without exception. A keno lottery using an automated ball draw system may be conducted with less than three lottery workers as prescribed in Regulation 35-621.06B.

Sponsor's Representative should observe that:

- a. The number of the game being drawn is recorded on a blank keno draw ticket.
- b. One lottery worker must call the ball numbers as they enter the rabbit ears.
- c. A different lottery worker must enter the numbers on the draw ticket on which the number of the game is recorded.
- d. The keno manager must verify the numbers drawn comparing the rabbit ears to the draw ticket and to the numbers entered into the keno system prior to computing the game.
- e. Determine at the time of the unannounced visit that the Lottery Operator is utilizing the method of winning number selection which agrees with the designated selection method on file with the Sponsor and the Department of Revenue.

Findings:

The City of Fremont does not use a manual draw method; therefore, this compliance procedure was not applicable.

3. Compliance Requirement (Automated Ball Draw Method): Verify that keno management personnel have performed on a next day basis a review of all "no read" and duplicate number occurrences. Sponsors must also verify that keno management personnel have performed on a next day basis a review of the game draw for a minimum of ten percent of the games run for the previous day. A written log of such reviews must be maintained by the Lottery Operator or Sales Outlet Location where the automated ball draw equipment is in use.

Findings:

This procedure, according to Gary Vander Woude, Keno Operator, is performed on a next day basis. A written log of all the reviewed Keno games is being maintained by the lottery operator. There were not any "no-read" occurrences to report for the fiscal year.

4. Compliance Requirement (Manual and Automated Ball Draw): View the videotape or digital recording for a minimum of five games for each month (from at least two different weeks within each month) to determine that the following items are in compliance with the regulations:

- a. The videotape or digital recording must have a clear image to show the empty rabbit ears or wheel, date and time, and full rabbit ears or wheel. The videotape or digital recording must also show the game number or the time and date which will relate to the game number.
- b. The winning numbers drawn per the videotape or digital recording must agree to the draw ticket prepared by a lottery worker, in the case of a manual ball draw, and the winning numbers recorded on the transaction log. Verify that all discrepancies were reported to the Nebraska Department of Revenue, Charitable Gaming Division, by the Lottery Operator, Sales Outlet Location, or Sponsor. Report all discrepancies not previously reported directly to the Nebraska Department of Revenue, Charitable Gaming Division. Compare the time of the videotape or digital recording to the transaction log; also examine any procedures which would allow the Lottery Operator or Sales Outlet Location the opportunity to affect the outcome of the keno game.
- c. The videotapes must be retained and may not be reused until the Sponsor has performed the compliance procedures on the tapes and has released the tapes.

Findings:

The online video games for the following dates and game numbers were reviewed:

<u>Date</u>	<u>Game Number</u>	<u>Date</u>	<u>Game Number</u>	<u>Date</u>	<u>Game Number</u>
10/9/12	561	11/2/12	603	12/4/12	934
10/9/12	562	11/2/12	604	12/4/12	935
10/9/12	563	11/2/12	605	12/19/12	461
10/17/12	921	11/21/12	784	12/19/12	462
10/17/12	922	11/21/12	785	12/19/12	463
1/4/13	917	2/7/13	630	3/2/13	491
1/4/13	918	2/7/13	631	3/12/13	153
1/4/13	919	2/7/13	632	3/12/13	154
1/16/13	973	2/23/13	295	3/29/13	61
1/16/13	974	2/23/13	296	3/29/13	62
4/3/13	847	5/7/13	622	6/13/13	880
4/3/13	848	5/7/13	623	6/13/13	881
4/19/13	601	5/20/13	851	6/13/13	882
4/19/13	602	5/20/13	852	6/17/13	538
4/19/13	603	5/20/13	853	6/17/13	539
7/4/13	361	8/1/13	360	9/2/13	676
7/4/13	362	8/1/13	361	9/2/13	677
7/15/13	411	8/19/13	326	9/2/13	678
7/15/13	412	8/19/13	327	9/18/13	432
7/15/13	413	8/19/13	328	9/18/13	433

- The videotapes were reviewed every two months online through a “WebGuard” portal. The online video reviewed had a clear image to show the empty wheel, the date and time, and the full wheel. The online video also showed the game number, time, and date which related to the game number.
- The winning numbers drawn per the online videos reviewed agreed to the winning numbers recorded on the transaction log. There was not any ball draws irregularities identified which were not previously reported to the Department.
- The Keno Operator has six hard drives that rotate every two months. The current two months replace last year’s two months. The hard drives are replaced in the following months: January, March, May, July, September and November.

5. Compliance Requirement: Verify the accuracy of monthly game summary information provided by the lottery operator, by reconciling the gross proceeds with prize payouts from the keno system's transaction log, to the monthly summary information.

Findings:

The gross proceeds and prize payouts from the monthly summary information provided by the Lottery Operator were compared to the totals recorded on the keno system transaction logs. The monthly summary information agreed with the totals recorded on the keno system transaction logs except for hand voided tickets and the hard drive crash that occurred on July 12, 2013. The Lottery Operator's game information is backed up onto two hard drives. One hard drive crashed and the Lottery Operator's equipment supplier replaced the wrong hard drive and games 643 through 644 played on July 12, 2013 were lost. The loss was reported to the Department and physical evidence (tickets, reports, voids and cash counts) were collected and adjustments were made. See the list below for exceptions by month.

<u>Month</u>	<u>Sales Discrepancy</u>	<u>Prizes Paid Discrepancy</u>	<u>Explanation</u>
November	211.50		Hand Voids
December	152.75		Hand Voids
January	160.00		Hand Voids
February	5.00		Hand Voids
March	24.00		Hand Voids
April	19.95		Hand Voids
May	25.50		Hand Voids
June	10.00		Hand Voids
July	(954.60)	(2,413.46)	Hard Drive Crash Adjustments
August	10.00		Hand Voids
September	5.00		Hand Voids

6. Compliance Requirement: Determine that the gross proceeds of the keno lottery, less prizes paid in cash, are deposited into a separate bank account of the Sponsor or Lottery Operator. Trace the deposits monthly per the daily cash summary and the transaction log to the keno operations bank account to determine that the proper amount has been deposited within a commercially reasonable time frame and report any discrepancies.

Findings:

The gross proceeds of the keno lottery less prizes paid in cash were deposited into a separate bank account of the Sponsor or Lottery Operator. The deposits, per the daily cash summary and the transaction log, were traced to the keno operations bank account. All deposits were made in a commercially reasonable time frame (within three days) for the main Keno Parlor in Fremont, Big Red Keno. However, not all deposits were made in a commercially reasonable time frame

(within three days) for the satellite Keno Parlors. A total of two hundred and ninety-eight deposits were made in an unreasonable time frame. The list below indicates the satellite location and the number of late deposits that were made greater than three days:

- a) Dew Drop Inn – twenty-six late deposits
- b) Dugout – one late deposit
- c) Eagle's Order – ninety-six late deposits
- d) Franky's & Oly's – twenty-four late deposits
- e) King's Tree – one late deposit
- f) L.A. Fire Proof Door Co. – fifty-eight late deposits
- g) Our Place – thirty late deposits
- h) Plaza Lanes – seven late deposits
- i) Thirty Bowl – thirty-six late deposits
- j) Woody's Bar & Grill – nineteen late deposits

7. Compliance Requirement: Examine any cash overage or shortage in excess of \$25 per keno writer per shift/day and report unexplained and unresolved discrepancies and irregularities.

Findings:

There were no overages or shortages in excess of \$25 per keno writer shift/day which were not previously reported to the Department.

8. Compliance Requirement: The computer-generated prize pay tables for all types of wagers must agree with the published prize pay tables. Verify that the Lottery Operator has a procedure to maintain a log of all updates and changes to the prize pay tables and that the active prize pay tables on the keno system agree with the published prize pay tables.

Findings:

The active prize pay tables on the keno system were examined on December 5, 2013, and agreed with the published prize pay tables. The Lottery Operator maintains a log of all updates and changes to the prize pay tables.

9. Compliance Requirement: Examine the financial security provided for prize payments to verify that the funds are guaranteed and in compliance with the regulations.

Findings:

The financial security provided for prize payouts was examined on December 5, 2013, and is in the form of an irrevocable letter of credit in the amount of \$50,000. The beneficiary of the letter of credit is the City of Fremont and the expiration date on the letter of credit is December 1, 2014. The previous letter of credit, in the amount of \$50,000, expired December, 2013. The value of the financial security is equal to the top prize offered.

10. Compliance Requirement: Ensure that all lottery records are maintained as prescribed in Schedule 59 - County/City Lottery Records approved by the Records Management Division of the Secretary of State's office and Regulation 35-622.

Findings:

Lottery records are maintained as prescribed in Schedule 59 - County/City Lottery Records. The electronic medium transaction logs are stored at the Lottery Operator's offices at 11248 John Galt Blvd, Omaha, NE. Outside tickets with pay tickets (net winnings of \$1,500 or more) are stored at the Lottery Operator's offices at 1248 John Galt Blvd, Omaha, NE or at Retrievox at 3506 Keystone Drive, Omaha, NE. Void tickets are stored at the main game location at 2323 N Laverna in Fremont, NE.

11. Compliance Requirement: Sponsor must file a Nebraska County/City Lottery Report, Form 35K, for the annual period corresponding to the Sponsor's fiscal year. The report must be filed with the Charitable Gaming Division by December 31, 2013.

Findings:

The Nebraska County/City Lottery Annual Report, Form 35K, covering the period October 1, 2012, through September 30, 2013, is attached.

During the performance of the required procedures, no findings, other than the items listed above, were noted.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on management's assertions. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management and the Division for the purpose listed in the first paragraph, and is not intended to be and should not be used by anyone other than those specified parties.

*Almquist, Maltzahn
Galloway & Lutz, P.C.*

Grand Island, Nebraska
December 26, 2013



SHAREHOLDERS

Robert D. Almquist
Phillip D. Maltzahn
Terry T. Galloway
Marcy J. Luth
Heidi A. Ashby
Christine R. Sherry

**INDEPENDENT ACCOUNTANTS' REPORT ON THE ANNUAL
EXAMINATION**

City of Fremont Keno Lottery
Fremont, Nebraska

To the Honorable Mayor and City Council
City of Fremont, Nebraska

We have examined management's assertions, included in its representation letter dated December 26, 2013, that:

1. The Lottery Operator and the Sponsor are in compliance, for the year ended September 30, 2013, with applicable provisions of the Nebraska County and City Lottery Act and Regulations issued thereunder.
2. The Lottery Operator and the Sponsor are in compliance with the terms and conditions of the Lottery Operator contract for the year ended September 30, 2013.
3. The attached Nebraska County/City Lottery Report, Form 35K, of keno lottery activity for the year ended September 30, 2013, complies with the minimum requirements of Revenue Ruling 35-10-3.

Management is responsible for the City of Fremont Keno Lottery's compliance with the requirements outlined in those assertions. Our responsibility is to express an opinion on management's assertions about compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence supporting management's assertions and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

1203 W 2nd Street
PO Box 1407
Grand Island, NE 68802
Ph. 308-381-1810
Fax 308-381-4824
Email: cpa@gicpas.com

In our opinion, management's assertions referred to above are fairly stated in all material respects based on Revenue Ruling 35-10-3 and the Nebraska County and City Lottery Act and Regulations.

This report is intended solely for the information and use of management and the Nebraska Department of Revenue, Charitable Gaming Division, and is not intended to be and should not be used by anyone other than these specified parties.

*Almquist, Maltzahn
Galloway & Lutz, P.C.*

Grand Island, Nebraska
December 26, 2013

PLEASE DO NOT WRITE IN THIS SPACE

Name of County/City/Village (Sponsor)

City of Fremont

Nebraska Identification Number

35—0770191

Name of Lottery Operator

EHPV Lottery Services LLC

Lottery Operator's E-Mail Address

safecash@aol.com

Method of Accounting

☒ Cash

☐ Accrual

☐ Other

PART A — INCOME, EXPENSES/DISBURSEMENTS, PROFIT AND INTEREST

Income:

1 Gross proceeds.....	1	\$	4,365,783	69
2 Prizes paid	2		3,218,084	84
3 Net proceeds (line 1 minus line 2).....	3		1,147,698	85
4 Overage or (Shortage)	4		0	00
5 Adjusted net proceeds	5		1,147,698	85

Expenses/Disbursements:

6 Lottery operator commissions.....	6	\$	611,210	71
7 State lottery taxes	7		87,315	69
8 License fees	8		0	00
9 Audit and legal fees.....	9		2,980	00
10 Other expenses/disbursements (attach itemized list).....	10		15	00
11 Total expenses/disbursements (total of lines 6 through 10)	11		701,521	40

Net Profit:

12 Total available for distribution (line 5 minus line 11).....	12	\$	446,177	45
13 Total interest earned (total of line 3, page 2).....	13		678	94
14 Total available for community betterment (line 12 plus line 13).....	14		446,856	39

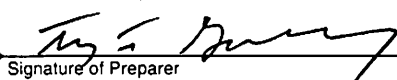
PART B — MISCELLANEOUS INFORMATION

15 Amount owed to the sponsor at the end of the period	15	\$	19,549	07
16 Amount owed to the lottery operator at the end of the period.....	16	\$	21,894	95

Under penalties of law, I declare that as a governing official of the county/city/village of Fremont I have examined this report, including accompanying schedules and statements, and to the best of my knowledge and belief, it is complete, true and accurate.

This report will be/was made available to the residents of the county/city/village of Fremont on 12/27/2013 Date

sign
here



Signature of Preparer
Terry T. Galloway, CPA

Print Name of Preparer
tgalloway@gicpas.com

E-Mail Address

12/26/13

Date

(308) 381-1810

Daytime Telephone Number

1203 West 2nd St, PO Box 1407 Grand Island, NE 68802

Address

City/State

Zip Code

City Administrator

(402) 727-2630

Daytime Telephone Number

Signature of Governing Official

Dale Shotkoski

Print Name of Governing Official

dale.shotkoski@fremontne.gov

E-Mail Address

Title

400 East Military

Address

Fremont, NE

City/State

68025

Zip Code

This report and statements are due within 90 days of the end of the reporting period.

Mail to: NEBRASKA DEPARTMENT OF REVENUE, P.O. BOX 94855, LINCOLN, NE 68509-4855

NEBRASKA SCHEDULE I — Bank Account Information

• Attach this page to Form 35K (page 1)

Name of County/City/Village (Sponsor) as Shown on Form 35K
City of Fremont

Nebraska Identification Number
35— 0770191

- Enter information from bank statements for each account maintained for revenues and disbursements from county/city lottery (keno)
- Attach additional sheet(s) if necessary

Bank account name	KENO OPERATIONS BANK ACCOUNT	PRIZE RESERVE BANK ACCOUNT	PROGRESSIVE JACKPOT ACCOUNT	BIG WINS BANK ACCOUNT	COMMUNITY BETTER- MENT ACCOUNT	OTHER BANK ACCOUNT
Bank account number (last four digits)	0073	CD 77-002	CD 7261		9937	

ACCOUNT ACTIVITY FOR THE PERIOD COVERED BY THIS REPORT

1 Balance at fiscal year or short period beginning date <u>10/1/2012</u>	1	\$ 95,474 23	\$ 595,750 83	\$ 0 00	\$	\$ 613,613 39	\$
2 Deposits.....	2	1,682,687 68	0 00	250,000 00		959,307 78	
3 Interest earned	3	0 00	114 67	378 22		186 05	
4 Subtotal (total of lines 1 through 3).....	4	\$ 1,778,161 91	\$ 595,865 50	\$ 250,378 22	\$ 0 00	\$ 1,573,107 22	\$ 0 00
5 Disbursements (checks and withdrawals)	5	1,680,088 65	50,000 00			1,540,419 92	
6 Balance at fiscal year or short period ending date <u>9/30/2013</u> (line 4 minus line 5) ...	6	\$ 98,073 26	\$ 545,865 50	\$ 250,378 22	\$ 0 00	\$ 32,687 30	\$ 0 00
7 Amount of lottery (keno) cash on hand or outstanding deposits as of the start of fiscal year or the short period starting <u>10/1/2012</u> (see instructions).....	7					\$ 11,391 16	
8 Amount of lottery (keno) cash on hand or outstanding deposits as of the end of fiscal year or the short period ending <u>9/30/2013</u> (see instructions).....	8					4,036 96	
9 Prizes paid by check and withdrawals for keno cash (i.e. fills) during the reporting period	9					526,117 57	
10 Deposits into the keno operations account other than daily keno receipts (i.e. transfers from prize reserve, operator, community betterment or any other accounts, etc.) Attach itemized schedule	10					970 85	
11 Other disbursements from the keno operations account (Attach itemized schedule).....	11					1,432 14	
12 Total community betterment expenditures paid from the community betterment bank/fund	12					\$ 1,207,277 91	

Use the space below to highlight these expenditures:

Page, Line	Amount Reported	Explanation
Page 1, Line 10	15.00	Wire Fee
Page 2, Line 10	970.85	Operator Reimburse Bank Service Charges
Page 2, Line 11	(1,432.14)	Operator Bank Service Charges
Page 2, Line 12	1,184,811.99	Library & Park Capital & Property Tax Relief
	5,000.00	Fremont High School
	8,455.00	Northern Lights Display
	6,606.42	Mainstreet of Fremont Inc
	2,404.50	Inglewood Sewer
	<u>1,207,277.91</u>	

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Donald Simon, Chief Building Inspector

DATE: Jan. 09, 2014

SUBJECT: 635 N Main

Recommendation: Motion to affirm the decision of the Building Inspector to allow the exhaust from a commercial hood serving food heating processing equipment to terminate at property line into alley behind 635 N Main.

Background: The property is located at 635 N Main. The property is owned by Marvin Realty, co Larry Marvin. The new business is the Lamoderna Restaurant. The air will be discharged away from neighboring buildings and is at least 10 feet from the air intake of the same or contiguous buildings.

Fiscal Impact: \$0

#13











STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chief of Police Jeff Elliott

DATE: 01-06-2013

SUBJECT: Towing Company Agreements

Recommendation: Approve Resolution authorizing AAL-Bee Towing & Recovery LLC, Blackburn Towing and Nielsen Body Shop Inc. to serve as towing companies for the City of Fremont.

Background: The police department currently utilizes two different towing companies for removing vehicles from city streets. These companies are Blackburn Towing and Nielsens Body Shop Inc.

A third company entitled AAL-Bee Towing & Recovery is being added to the list of towing companies utilized by the police department.

With the addition of the third company, the process for utilizing towing companies will work as follows:

One company will be picked at random to begin as the primary towing company for the period of one month. A second company will be picked at random to be a secondary towing service in the event the first company is unable to perform the service. The third company will then serve as a backup to be utilized in the event the first two companies cannot perform the service.

After the completion of the month of service by the first company, the second company will become primary and the third company will become secondary with the first company going to third place.

This process will repeat itself every month giving each towing company primary responsibility for responding to towing calls for one month, or four months out of every year.

As this process is to begin on January 15th, the first company picked as primary will only be the primary company from January 15th to January 31st and will then go to the third spot in February where it will begin its rotation.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska to implement a system for providing towing services by AAL-Bee Towing & Recovery LLC, Blackburn Towing and Nielsens Body Shop Inc. for police requests.

WHEREAS, it is in the best interest of the City of Fremont to remove damaged or impounded vehicles from the city streets; and,

WHEREAS, it is necessary for the city to utilize private companies for this removal process; and,

WHEREAS, there are three companies that will perform the service of towing; and,

WHEREAS, a system for equitably distributing the work for each towing company is necessary; and,

WHEREAS, each company will work as primary towing company for one month, with a second company acting as a backup and the third company as a secondary backup and each company rotating to primary every third month; and,

WHEREAS, Each towing company must carry automobile liability insurance and commercial general liability insurance in the amount of not less than \$1,000,000.00 for each, combined single limit bodily injury/property damage. The City shall be listed as an additional named insured in the general liability certificate. Such insurance policy shall fully protect and indemnify the City of Fremont for events arising out of the respective tow companies activities. The bidder shall carry statutory workmen's compensation insurance on all its employees; and,

WHEREAS, Each company must provide an affirmative action statement.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: that the Mayor is hereby authorized to sign this resolution allowing for a rotation system between the towing companies so that each company may tow as primary towing company every third month.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chief of Police Jeff Elliott

DATE: 01-06-2013

SUBJECT: Impoundment Lot leases

Recommendation: Approve Resolution authorizing leases with AAL-Bee Towing & Recovery LLC, Blackburn Towing and Nielsen Body Shop Inc. for impoundment lots.

Background: Each City towing company is required to sign a “Lease Creating City Tow Lot For Impounded Vehicles” that establishes their tow lot as the official towing lot for impounded vehicles during their month as primary towing company, and provides for a fee paid by the towing company to the city in the amount of \$10.00 per year as required by city ordinance 5-903.

Fiscal Impact: \$10.00 per company per year paid to the city.

#15

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska to approve leases for City Tow Lots for Impounded Vehicles.

WHEREAS, Three different private companies tow vehicles for the City of Fremont; and

WHEREAS, Towed vehicles need to be placed in secure impound lots; and

WHEREAS, the City of Fremont does not operate its own impound lot; and

WHEREAS, each of the private companies that tow vehicles have secure lots that may be used as impound lots; and

WHEREAS, a lease between each of the private towing companies and the City of Fremont will allow these lots to be used as a city impound lot.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: that the Mayor is hereby authorized to sign this resolution and other necessary documents to implement leases with AAL-Bee Towing & Recovery LLC, Blackburn Towing and Nielsen Body Shop Inc. for City Tow Lot For Impounded Vehicles.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

LEASE CREATING CITY TOW LOT FOR IMPOUNDED VEHICLES

THIS AGREEMENT is entered into January 15, 2014 between AAL-Bee Towing & Recovery, LLC, hereafter referred to as the "Owner," and the City of Fremont, Nebraska, hereafter referred to as "City".

The Owner has this date leased to the City the following described real estate:

Lot 31, Block 53, Hall's Subdivision, and Addition to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska.

This Lease shall be for a period from January 15, 2014 through January 15, 2017. The sole purpose of this lease is to designate the above real estate as the official towing lot for impounded vehicles for the City, such that privately owned vehicles which are impounded by the Fremont Police Department, upon call by a City officer or official, may be taken to such designated lot. The consideration of this Lease is the advantage to the Owners in having such real estate designated as the official City towing lot for impounded vehicles, and the other agreements of the parties as hereafter set forth.

This is a non-exclusive Lease. That is, the Owner continues to have a right to use all of the real estate above described for their own purposes, including the storing of vehicles of customers of the Owner or any other purposes of the Owner, and the Owner shall have full control of this area and right to supervise the towing and storing of vehicles within such area. The City does not have the right by the existence of this lease to store any of its own vehicles on the above area or to otherwise use this area.

The Parties further agree:

- (1) City employees, including police and fire personnel, may direct vehicles to be taken to the towing lot upon the above real estate and to be stored there until removed by the owners, other towing companies.
- (2) Owners are obligated to receive and store any vehicles brought to said lot by any towing company or by an employee of the City, upon call by a City officer or official as a result of a motor vehicle's impoundment. The Owners shall be required to accept and store any impounded vehicle brought to said lot by any of the foregoing. The Owners shall not show any favoritism toward or prejudice against any towing company. Such action may result in the termination of this Lease.
- (3) Owners may charge a maximum of \$15.00 per day for storing any vehicle. Charges for services, towing, or storage shall be due and payable thirty (30) days from the date services are rendered. In addition, a \$5.00 administration fee will be paid on all impounds when picked up by a registered owner of vehicle plus the applicable sales tax.
- (4) Any vehicle owner, tower, or body shop or other entity negligently damaging the property of the Owners shall be liable to the latter for such damages.
- (5) Owners shall cause the City of Fremont to be made an additional insured in its policy of insurance in covering public liability, property damage, and any damages to motor vehicles in storage.
- (6) The limit of liability for the City of Fremont for payment of storage fees owing to the Owners shall be limited to the value of the vehicle once it is sold.

AAL-Bee Towing & Recovery, LLC
Brian D. Bertram
Donna M. Bertram

CITY OF FREMONT
Scott Getzschman, Mayor
Kimberly Volk, MMC, City Clerk

LEASE CREATING CITY TOW LOT FOR IMPOUNDED VEHICLES

THIS AGREEMENT is entered into January 15, 2014 between Daniel L. Blackburn and Shelia R. Blackburn, husband and wife, hereafter referred to as the "Owners," and the City of Fremont, Nebraska, hereafter referred to as "City".

The Owners have this date leased to the City the following described real estate:

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 14, Township 17 North, Range 8 East of the 6th Principal Meridian, City of Fremont, Dodge County, Nebraska, described as follows: Referring to the Northwest Corner of said Northeast Quarter of the Northeast Quarter; thence southerly along the West Line of said Northeast Quarter of the Northeast Quarter, a distance of 135.00 feet to the point of beginning; thence continuing southerly along said West Line; a distance of 150.00 feet to a point on the North Line of 22nd Street; thence easterly along said North Line; a distance of 33.00 feet; thence southerly along a line 17.00 feet westerly from and parallel with the East Line of Platte Avenue, a distance of 400.00 feet; thence westerly 90 degrees, 00 seconds left, a distance of 317.00 feet; thence northerly 90 degrees, 00 minutes, 00 seconds left, a distance of 300.00 feet; thence westerly 90 degrees, 00 minutes left, a distance of 188.00 feet; thence northwesterly a distance of 273.94 feet to a point 135.00 feet southerly from the North Line of said Northeast Quarter and 50.00 feet easterly from the West Line of said Northeast Quarter of the Northeast Quarter; thence westerly a distance of 50.00 feet to the point of beginning, containing 2.72 acres, more or less.

This Lease shall be for a period from January 15, 2014 through January 15, 2017. The sole purpose of this lease is to designate the above real estate as the official towing lot for impounded vehicles for the City, such that privately owned vehicles which are impounded by the Fremont Police Department, upon call by a City officer or official, may be taken to such designated lot. The consideration of this Lease is the advantage to the Owners in having such real estate designated as the official City towing lot for impounded vehicles, and the other agreements of the parties as hereafter set forth.

This is a non-exclusive Lease. That is, the Owners continue to have a right to use all of the real estate above described for their own purposes, including the storing of vehicles of customers of the Owners or any other purposes of the Owners, and the Owners shall have full control of this area and right to supervise the towing and storing of vehicles within such area. The City does not have the right by the existence of this lease to store any of its own vehicles on the above area or to otherwise use this area.

The Parties further agree:

- (1) City employees, including police and fire personnel, may direct vehicles to be taken to the towing lot upon the above real estate and to be stored there until removed by the owners, other towing companies.
- (2) Owners are obligated to receive and store any vehicles brought to said lot by any towing company or by an employee of the City, upon call by a City officer or official as a result of a motor vehicle's impoundment. The Owners shall be required to accept and store any impounded vehicle brought to said lot by any of the foregoing. The Owners shall not show any favoritism toward or prejudice against any towing company. Such action may result in the termination of this Lease.
- (3) Owners may charge a maximum of \$15.00 per day for storing any vehicle. Charges for services, towing, or storage shall be due and payable thirty (30) days from the date services are rendered. In addition, a \$5.00 administration fee will be paid on all impounds when picked up by a registered owner of vehicle plus the applicable sales tax.
- (4) Any vehicle owner, tower, or body shop or other entity negligently damaging the property of the Owners shall be liable to the latter for such damages.
- (5) Owners shall cause the City of Fremont to be made an additional insured in its policy of insurance in covering public liability, property damage, and any damages to motor vehicles in storage.
- (6) The limit of liability for the City of Fremont for payment of storage fees owing to the Owners shall be limited to the value of the vehicle once it is sold.

Dan & Sheila Blackburn
Daniel L. Blackburn
Sheila R. Blackburn

CITY OF FREMONT
Scott Getzschman, Mayor
Kimberly Volk, MMC, City Clerk

LEASE CREATING CITY TOW LOT FOR IMPOUNDED VEHICLES

THIS AGREEMENT is entered into January 15, 2014 between Nielsen Body Shop, Inc., hereafter referred to as the "Owner," and the City of Fremont, Nebraska, hereafter referred to as "City".

The Owner has this date leased to the City the following described real estate:

Beginning at a point 277 feet North of the Southeast corner of Tax Lot 5, Block 4, Roadrail Subdivision; thence North along the East margin of said Lot, 155.24 feet; thence West parallel to the North margin of said Lot, 280.77 feet; thence South parallel to the West margin of said Lot, 149.21 feet to the Northeast margin of Proctor Street; thence Southeasterly along Proctor Street to a point directly West of point of beginning; thence East 274.76 feet to point of beginning, being part of Block 4, Roadrail Subdivision, Section 25, Township 17 North, Range 8, East of the 6th P.M., Dodge County, Nebraska.

This Lease shall be for a period from January 15, 2014 through January 15, 2017. The sole purpose of this lease is to designate the above real estate as the official towing lot for impounded vehicles for the City, such that privately owned vehicles which are impounded by the Fremont Police Department, upon call by a City officer or official, may be taken to such designated lot. The consideration of this Lease is the advantage to the Owners in having such real estate designated as the official City towing lot for impounded vehicles, and the other agreements of the parties as hereafter set forth.

This is a non-exclusive Lease. That is, the Owner continues to have a right to use all of the real estate above described for their own purposes, including the storing of vehicles of customers of the Owner or any other purposes of the Owner, and the Owner shall have full control of this area and right to supervise the towing and storing of vehicles within such area. The City does not have the right by the existence of this lease to store any of its own vehicles on the above area or to otherwise use this area.

The Parties further agree:

- City employees, including police and fire personnel, may direct vehicles to be taken to the towing lot upon the above real estate and to be stored there until removed by the owners, other towing companies.
- Owners are obligated to receive and store any vehicles brought to said lot by any towing company or by an employee of the City, upon call by a City officer or official as a result of a motor vehicle's impoundment. The Owners shall be required to accept and store any impounded vehicle brought to said lot by any of the foregoing. The Owners shall not show any favoritism toward or prejudice against any towing company. Such action may result in the termination of this Lease.
- (3) Owners may charge a maximum of \$15.00 per day for storing any vehicle. Charges for services, towing, or storage shall be due and payable thirty (30) days from the date services are rendered. In addition, a \$5.00 administration fee will be paid on all impounds when picked up by a registered owner of vehicle plus the applicable sales tax.
- (4) Any vehicle owner, tower, or body shop or other entity negligently damaging the property of the Owners shall be liable to the latter for such damages.
- (5) Owners shall cause the City of Fremont to be made an additional insured in its policy of insurance in covering public liability, property damage, and any damages to motor vehicles in storage.
- (6) The limit of liability for the City of Fremont for payment of storage fees owing to the Owners shall be limited to the value of the vehicle once it is sold.

Nielsen Body Shop, Inc.
Gail D. Nielsen, President

CITY OF FREMONT
Scott Getzschman, Mayor
Nancy M. Nielsen, Secretary
Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dan Seder, Director of Parks and Recreation

DATE: J January, 2014

SUBJECT: Resolution for Lease For Cell Tower #10138334

Recommendation: Authorize Mayor to sign consent to Transaction

Background: The City of Fremont previously entered into a lease with Alltel for a Cell Tower #10138334 at or about 1600 East Military Avenue (Memorial Park).

Subsequently, A T & T acquired a number of sites from Alltel, Verizon and Rural Cellular Corp, including the above referenced tower.

In October, 2013 A T & T and Crown Castle International Corp entered into an agreement regarding management and operation of the above referenced site.

A T & T and Crown Castle are requesting the City of Fremont grant consent for Crown Castle to manage and operate the above referenced tower.

Fiscal Impact: None

#16

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont to implement the attached letter consenting to the transactions by and between AT&T and Crown Castle International Corp. which sets forth management and operation duties, responsibilities, liability and other general provisions regarding the Lease for Cell Tower #10138334 located at or about 1600 East Military Avenue, Fremont, Nebraska (Memorial Park).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that the Mayor is hereby authorized to sign this resolution and to implement the attached consent to the transaction by and between A T & T and Crown Castle International Corp.

Passed and approved this _____ day of _____, 2014.

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk



Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
www.crowncastle.com

December 18, 2013

City Of Fremont, Nebraska
400 East Military Ave
Fremont, NE 68025

Re: Lease ("Lease") for tower # 10138334 located at or about 1600 East Military Avenue, Fremont, NE 68025

Dear Landlord:

Through a secondary review of your Lease, it was determined that a letter was delivered to you providing you with notice of the Transactions (as that term is defined in the enclosed letter) when you should have received a letter asking for your consent to the Transactions.

Please accept our apologies for this oversight and please let us know if there is any reason why you would not be willing to promptly sign and return the enclosed letter using the enclosed pre-paid and self-addressed envelope. Otherwise, we look forward to receiving your signed consent to the Transactions.

If you have any further questions, please feel free to email crowncastle@babstcalland.com or call 1-855-605-5544.

Sincerely,

CROWN CASTLE LANDLORD HELP DESK



December 18, 2013

City Of Fremont, Nebraska
400 East Military Ave
Fremont, NE 68025

Re: Lease ("Lease") for tower # 10138334 located at or about 1600 East Military Avenue, Fremont, NE 68025 (the "Site")

Dear Landlord:

On October 18, 2013, AT&T Inc. ("AT&T") and Crown Castle International Corp. ("Crown Castle") entered into an agreement ("Agreement") regarding most of AT&T's tower portfolio ("Portfolio") including Crown Castle's management and operation of the Portfolio. Your Lease and Site are part of the Portfolio.

Crown Castle and AT&T expect the transactions pursuant to the Agreement ("Transactions") to close on or before December 16, 2013. As part of the Transactions, the AT&T affiliate which holds the Lease, contemplates, at or before closing, transferring the Lease and all of its rights in the Site and Lease to another subsidiary of AT&T ("AT&T Subsidiary"). The AT&T Subsidiary will sublease or grant to a subsidiary of Crown Castle, rights in the Site including the right to manage and operate the Site. The AT&T Subsidiary will remain the lessee on the Lease. Additionally, an AT&T subsidiary or subsidiaries will continue to maintain its or their communications facilities on the Site.

To the extent any such consent is required for the Transactions, Crown Castle and AT&T request you grant your consent to the Transactions by signing this letter and returning it in the enclosed self-addressed envelope.

Thank you for your prompt attention to this matter. If you have questions about the Transactions or this request, please email us immediately at crowncastle@babstcalland.com or call 1-855-605-5544.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Gibson".

Paula Gibson
AVP, Network Engineering

The undersigned consents to the Transactions

By: _____

Print Name: _____

Date: _____



November 8, 2013

CITY OF FREMONT NEBRASKA
400 EAST MILITARY AVE
FREMONT NE 68025

Re: Lease ("Lease") for 10138334 located at or about 1600 EAST MILITARY AVENUE, FREMONT, NE 68025 (the "Site")

Dear Landlord:

On October 18, 2013, AT&T Inc. ("AT&T") and Crown Castle International Corp. ("Crown Castle") entered into an agreement ("Agreement") regarding most of AT&T's tower portfolio ("Portfolio") including Crown Castle's management and operation of the Portfolio. Your Lease and Site are part of the Portfolio.

Crown Castle and AT&T expect the transactions pursuant to the Agreement ("Transactions") to close or before December 16, 2013. As part of the Transactions, the AT&T affiliate which holds the Lease, contemplates, at or before closing, transferring the Lease and all of its rights in the Site and Lease to another subsidiary of AT&T ("AT&T Subsidiary"). The AT&T Subsidiary will sublease or grant to a subsidiary of Crown Castle, rights in the Site including the right to manage and operate the Site. The AT&T Subsidiary will remain the lessee on the Lease. Additionally, an AT&T subsidiary or subsidiaries will continue to maintain its or their communications facilities on the Site.

The purpose of this letter is to provide to you any required notice of the Transactions. No further action is required to be taken on your part.

Thank you for your prompt attention to this matter. If you have questions about the Transactions or this request, please email us immediately at crowncastle@babstcalland.com or call 1-855-605-5544.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Gibson", written over a horizontal line.

Paula Gibson
AVP, Network Engineering



AT&T Network Real Estate Administration
575 Morosgo Drive
Suite 13-F West Tower
Atlanta, GA. 30324

06/14/2013

CITY OF FREMONT NE>9M
400 E MILITARY AVE
FREMONT, NE 68025

Re: NOTICE OF NEW LEGAL NOTICE ADDRESS
10138334 ZVZ - MEMORIAL PARK

Dear CITY OF FREMONT NE>9M:

Our Wireless Network Real Estate Administration department is moving its office. Effective immediately, all legal notices relating to the cell site lease referenced above should be sent to AT&T with a copy (as referenced above) of that letter sent to AT&T's Legal Department. Any other correspondence should be sent to only AT&T Network Real Estate.

By U.S. Postal Service or Overnight Courier
AT&T Network Real Estate Administration
Re: 10138334
Suite 13-F West Tower
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:

By U.S. Postal Service
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Fixed Asset #: 10138334, Cell Site Name: ZVZ - MEMORIAL PARK, NE
208 S. Akard Street
Dallas, TX 75202-4206

KEEP THIS LETTER WITH YOUR LEASE AGREEMENT AND OTHER IMPORTANT LEGAL DOCUMENTS

If tax bills are being mailed directly to AT&T from the Taxing Authority, please notify your local taxing authority of our new U.S. Postal Service address to avoid possible tax liens or risk of property loss.

We look forward to a continued successful relationship with you, to receive more details regarding this move notification you can contact us at G22140@att.com.

In addition to our move, we need you to spread the word - AT&T is going green! It is easy to make the change from receiving paper checks and take advantage of the time saving payment method of direct deposit. Send your request to make the change to venmtce@att.com with your supplier name and number, Bank Name, Bank Routing Number (must be a 9-digit number), Bank Account Number, (include leading zeros), and email address for the recipient of remittance information.

If you need your supplier number, please contact us at 1-866-921-6959, option 2, and then option 2 again.

For AT&T,

Linda Butler
Director of Network Real Estate Administration



AT&T Services, Inc.
Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED
7008 1830 0003 2113 0081

January 20, 2011

City of Fremont, Nebraska
400 East Military Avenue
Fremont, NE 68025

**KEEP THIS LETTER WITH YOUR LEASE AGREEMENT
AND OTHER IMPORTANT LEGAL DOCUMENTS**

Re: LEGAL NOTICE - CHANGE TO LEGAL NOTICE ADDRESSES
LANDLORD REFERENCE ZVZ - MEMORIAL PARK
PRIOR REFERENCE OMAQ Memorial Park OMA103
NEW REFERENCE 10138334, ZVZ - MEMORIAL PARK

Dear Landlord:

Welcome to AT&T! As you may previously have been advised, AT&T acquired a number of sites from Alltel, Verizon, and Rural Cellular Corp, including the above referenced site. By operation of law and effective immediately, your tenant will be an indirectly owned entity of AT&T Inc. Beginning February 1, 2011, you will start to receive rental payments from AT&T's Network Real Estate Administration Department.

Effective immediately, all future notices or other correspondence relating to the Lease should be sent to the following addresses, each as set forth below:

AT&T Network Real Estate Administration
Re: Cell Site #: 10138334; Cell Site Name: ZVZ - MEMORIAL PARK
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

AT&T Legal Department
Re: Cell Site #: 10138334; Cell Site Name: ZVZ - MEMORIAL PARK
15 East Midland Avenue
Paramus, NJ 07652

In addition to these addresses, you may contact us with regard to routine informal matters (but not formal or legal matters, which will continue to require adherence to the notice provisions of the Lease) by phone at 1-877-231-5447 or by email at REleaseAdmin@awsmail.att.com. We look forward to a continued successful relationship with you.

Very truly yours on behalf of AT&T,

Lisa Herndon

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dan Seder, Director of Parks and Recreation

DATE: January 14, 2014

SUBJECT: Reconsider and Amend Resolution 2013-251 an agreement with City of Fremont and Fremont Nighthawks, Inc. for use of city baseball and softball fields for the operation of Fremont Nighthawks, Inc. league practices and games.

Recommendation: 1). Move to reconsider Resolution 2013-251 2). Move to amend Resolution correcting the attached agreement pertaining to the fees 3) Pass Resolution as reconsidered and amended.

Background: The original agreement approved on November 26, 2013 identified an incorrect amount for fees that would be collected by the City. The amount on the original agreement was for \$1,500 per year, this amount did not include the fees paid for softball. The amended agreement identifies fees in the amount of \$2,250 that will be collected by the City.

Nighthawks Inc. offers an accelerated (select) level of baseball/softball (Nighthawks and Ladyhawks) for the youth of Fremont. This is an independent program that is administered separately from the city and is not affiliated with the City of Fremont sponsored Youth Baseball and Softball program. Nighthawks Inc. utilizes the city fields for practice and game times, as well as city staff for scheduling practice times for their coaches and games on various city fields. The Nighthawks and Ladyhawks have paid the city for use of city facilities throughout their origination, most recently for the 2013 season in the amount of \$2,250 (\$1,500 Nighthawks/\$750 Ladyhawks).

The Fremont Parks and Recreation Department maintains and incurs the expenses for all lights, irrigation, mowing, fertilization, spraying, cleaning, cleaning supplies, garbage and dragging of all city fields and restrooms. An example of the cost for utilities for one park (Clemmons) during the baseball/softball season (April-August) is \$3,097, this includes water and electrical. The Fremont Parks and Recreation Department also provides all home plates, pitching plates and bases for all fields. The Nighthawks and Ladyhawks provide their own personnel to chalk the fields for game use.

The Fremont Parks and Recreation Department assigns all practices for the Nighthawks and Ladyhawks coaches beginning on April 1 of each year. The Parks and Recreation office receives calls from each coach on a weekly basis to reserve a field for practice that is recorded in the ball field reservation book. Practices may be scheduled once per week for a maximum of 1 ½ hours. On the day of their scheduled practice, the coach may call to schedule another practice for the following week. The Parks and Recreation office administers this process on a weekly basis throughout the entire Nighthawks and Ladyhawks season.

The following is a breakdown of the number of games and practices scheduled through the Parks and Recreation Office and held on City Fields (excluding Clemmons, see below) during the 2013 season for the Nighthawks and Ladyhawks:

- 219 baseball games
- 343 baseball practices
- 120 softball games
- 119 softball practices

The Nighthawks also held three separate three day tournaments that were played on Ronin, Memorial, Christensen and Clemmons fields.

The following city fields are used for practices:

- Ronin
- Davenport
- Milliken
- Miller North & South
- Buch
- Memorial 1 & 2
- Linden
- Christensen 1-4
- Clemmons

The following city fields are used for games:

- Ronin
- Christensen 1-4
- Memorial 1 & 2
- Clemmons

In addition to the above stated games, practices, and tournaments that are scheduled through the city offices, all scheduling of games, practices, and batting cages for Clemmons Field is handled through the Nighthawks Program Directors. We are unaware of the exact number of games and practices that are held at Clemmons. The City uses Clemmons Field for city programming from 8am-Noon, Monday-Thursday. Outside of the city designated time, the Nighthawks are free to schedule practices and games at Clemmons Field as fits their schedule.

For the 2014 baseball season the Nighthawks have currently scheduled 145 games to be played on city fields, with more games to be scheduled as the season nears. At this time, the Ladyhawks have yet to begin scheduling games. According to the Nighthawks Board of Directors, they anticipate the needs of city fields to continue as in the past with no changes in use as compared to previous seasons.

Fiscal Impact: Revenue of \$2,250 per year.

Resolution No. 2013 - 251
(reconsidered and tabled December 30, 2013)
(reconsidered and amended January 14, 2014)

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, TO AUTHORIZE EXECUTION OF AN AMENDED AGREEMENT WITH FREMONT Nighthawks, INC. FOR USE OF CITY BASEBALL AND SOFTBALL FACILITIES FOR OPERATION OF THE FREMONT Nighthawks BASEBALL AND SOFTBALL LEAGUES.

NOW THEREFORE BE IT RESOLVED: That the contract of the Fremont Nighthawks, Inc. be accepted and, the Mayor and City Council be and are authorized to enter into an amended agreement as approved by the City Attorney with said firms.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

AMMENDED AGREEMENT
Baseball/Softball Operator

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2013 by and between the City of Fremont, a municipal corporation and existing under the laws of the State of Nebraska, (hereinafter referred to as "City") and Fremont Nighthawks Inc., (hereinafter referred to as "Operator").

IT IS AGREED by and between the parties as follows:

SECTION 1
GENERAL

1. **Purpose:** This Agreement specifies the responsibilities and duties of City and Operator, with respect to the use, scheduling, maintenance and management of Facilities.
2. **Term:** This agreement shall be for a term of three years commencing on January 1, 2014 and terminating on December 31, 2016. This Agreement may extend, on the same terms and conditions for an additional two year term, upon mutual agreement of the parties. Notification of Operator's request for such extension must be furnished to the City in writing at least 90 days prior to the end of the initial term. The City reserves the right to annually review and to increase any of the fees specified herein below up to 3.5% per year, with notice given by July 31 of the previous year.
3. **Facilities:** Clemmons, Christensen, Memorial (hereinafter referred to as "Facilities").
4. **Property/Facility Control:** The facilities are located on park property owned and managed by the City and shall remain throughout the term of this Agreement under the control of the City through its Department of Parks and Recreation, except as otherwise provided herein. However, the Operator shall be allowed use, as specifically provided for in this agreement, of the Facilities, during the times specified herein.
5. **Violation and Termination for Cause:** Operator shall be notified by the City, in writing, of any violation of the terms of this Agreement. Operator shall have forty five (45) days from the date of notification to cure the violation due to the nature of the repair or work to be performed, a reasonable extension may be authorized upon presentation of proof of delays in the repair or work remaining to be performed. However, the City may instead terminate this Agreement. Provided, that City reserves the right to suspend Operator's use of the Facilities during the cure period for any violation which the City deems to be a danger to Facilities' users.
6. **Authorization to Create Rules/Regulations and Enforcement:** Operator shall enforce at the Facilities all City rules and regulations governing park property. Operator may propose

reasonable additional operational rules and regulations governing the use of the Facilities. Such proposed additional rules and regulations must be submitted annually to the Parks and Recreation Director for review and written approval. If approved, Operator shall enforce additional rules and regulations. Athletic Field Rules and Regulations may be amended by the Parks and Recreation Director.

7. **Advertising:** Advertising shall not be displayed by the Operator or anyone affiliated with the Operator within or upon the Facilities without prior approval. The City Athletic Field Sign Ordinance will be used as a guideline for all requests.
8. **Improvements:** (a) No alterations, improvements or additions to the Facilities (hereinafter referred to as "Improvements") shall be permitted without the express prior written approval of the City, through its Parks and Recreation Director. Financing for such Improvements may be provided by the Operator or others, shall be constructed, installed, or erected in accordance with City procedures, standards and regulations. (b) Operator acknowledges that City is the owner of existing site improvements, unless agreed to in writing by both parties, and shall be the owner of any additional improvements constructed, installed or erected immediately upon such construction, installation or erection, except that job boxes, security equipment and public address systems shall remain the property of the provider and if the provider is not the City, must be removed within thirty (30) days of the expiration of the initial term of this Agreement, or of any subsequent annual term.
9. **Insurance:** Operator must procure and maintain in effect during the term of this Agreement, with companies licensed to do business in the State of Nebraska, public liability insurance with at minimum, policy limits of \$1,000,000/\$5,000,000 for bodily injury or death and property damage. Said policy shall expressly include City as an additional named insured.
10. **Adding Facilities:** Upon mutual agreement of the parties, and amendment of this Agreement, other City sports facilities may be added to the Facilities covered by this Agreement.

SECTION 2

DUTIES, OBLIGATIONS AND RESPONSIBILITIES

1. **Scheduling Rights:** Operator shall be provided scheduling rights for the Facilities detailed on this Agreement. It is acknowledged and agreed by the parties that once the game, practice, tournament and maintenance needs of Operator are met, the Facilities detailed in this Agreement shall be available to serve other user groups or teams (hereinafter "Other Users") and Operator shall not schedule use of the Facilities in order to foreclose use by Other Users. The Parties further agree that reasonable controls on the usage of the Facilities are required to protect the turf and related playing condition of these Facilities.

Assigning the Facilities to Other User's leagues, teams or associations or for external use shall be the responsibility of City for scheduling of unreserved times. The facilities are subject to use by City for city-wide events. The City has priority use for all facilities and the right to deny or alter submitted schedules based on City programming and use for the community.

2. **Cooperation:** Operator shall cooperate with the Parks and Recreation Department with the City of Fremont as extensively as possible.
3. **Compliance:** Operator shall; a) operate and maintain exemplary and model program and comply with all City rules and regulations, b) conform to all existing and applicable City ordinances, resolutions, state laws, federal laws, rules and regulations. Nebraska law will govern the terms and the performance under this agreement.
4. **Reports:** Operator shall submit to the Parks and Recreation Director a list of all members of Operator's Board of Directors, including addresses and phone numbers, and email addresses upon execution of this Agreement and on or before November 1st of any subsequent extension year. Prior to each season, a schedule of all league activities will be submitted to City by Operator. Prior to the end of this Agreement, or any subsequent annual term, July 31, the Operator shall submit to the Recreation Superintendent by email, in an excel attachment, a report of the year's activities showing the number of games played, number of teams and number of youth participating.
5. **Cooperative Ventures:** The Parties recognize the need for a cooperative relationship and work coordination to insure the public recreational activities conducted at these Facilities are efficiently and effectively provided. Operator agrees to add the City Parks and Recreation logo to all Operator's printed banners and website. Links and printed materials must be approved by the Recreation Superintendent.
6. **Access to Restrooms and Fields in Facilities:** Restrooms and fields must be accessible to City of Fremont staff at all times and keyed by City of Fremont locks, when available. The Operator will determine the opening/closing of fields based on weather/field conditions, taking into account

the safety of players/spectators. The City of Fremont reserves the right to close fields used by the Operator if the City determines that fields are unplayable or there is a potential risk to users. Should the City determine that fields are unplayable; the City will contact the User immediately in order to allow the User to cancel and inform participants of the closure of the fields.

If Operator requests use of restrooms before the second week in April or the Owner deems that the facilities remain closed due to weather, the Operator will be responsible to provide portable restrooms at the Operator expense or Operator will be responsible for all cleaning and maintenance of restroom facilities until the Owner is able to providing cleaning based on subcontractor start date. Owner will provide all toiletries and supplies.

Responsibility for Maintenance and Repairs

City Maintenance Responsibilities at the Facilities, subject to available funding:

1. Provide dumpster service.
2. Provide and schedule practice times for teams playing in Operator's league.
3. Provide, install and maintain pitching mounds, home plate, bases, and pitching rubber.
4. Maintain and repair batting cages.
5. Provide regular mowing of the grass fields, walkways and surrounding areas on an average of once a week or as deemed necessary by Parks Superintendent.
6. Grass trimming around both sides of all field fences and all other trimming within the confines of the field and concessions area.
7. Apply grass seed and fertilizer to fields with irrigation.
8. Provide broadleaf weed control to all fields as time allows one time per year unless Operator is otherwise notified such application will not be provided.
9. Charge and drain the water lines serving the field. Water turn on and shut off will be dependent on weather conditions. Water normally turned on around April 15th and shut off on or around October 15th of each year.
10. Winterize and re-charge the restroom and concession area water lines and fixtures when applicable.
11. Provide all toilet paper and paper towels necessary for Facilities' restrooms.
12. Maintenance/Repairs of the main utility lines serving the field to include the electrical, water and sewer services.
13. Maintenance/Repairs of the access road and parking lot, trail and walkway serving the field.
14. Major maintenance/repairs to the fencing, backstop, players' area, and bleachers serving the field.
15. Maintenance/Repairs to the plumbing/electrical services utilized in the restrooms.
16. Provide maintenance for the field irrigation system including head replacement, repair of breaks and valve replacement/repair.
17. Annually charge and drain the irrigation system.
18. Provide major maintenance/repairs to the concession building (roof repairs, HVAC, etc.)

19. Replace all burnt out field light bulbs and repair the field lighting system.
20. Provide keys as determined appropriate by City to Operator.
21. Open and clean restrooms when used for a City Wide Event or by Other Users.
22. Open any locked fields when utilized by Other Users or City Wide Events.

Operator Maintenance Responsibilities at the Facilities (baseball/softball):

1. Drag fields, line, and set bases and any other activities for the operation and maintenance of the infield playing surface for Operator's activities in accordance with City standards and expectations.
2. It will be the sole responsibility of the Operator to purchase and deliver like-kind material at all complexes in order to maintain appropriate field conditions in accordance with City standards and expectations.
3. Provide portable restrooms when permanent restrooms are not functioning.
4. Monitor and replenish all toilet paper and paper towels necessary for Facilities' restrooms during daily usage.
5. Minor maintenance/repairs to the fencing/backstop and players' area serving the field.
6. Maintenance and repair all concession equipment including, but not limited to, ice machine, shelving, refrigerator, etc.
7. Provide minor maintenance repairs to the concession building.
8. Provide regular pickup of trash and materials around the field, players seating areas, parking lots, its bleachers, around the concession stand and deposit it into the City provided dumpster.
9. Provide all scoreboard and/or public address systems, as needed.
10. Open and clean the Facilities when utilized by Operator.
11. Open any unlocked fields when utilized by Operator.

Other Responsibilities of the Operator:

1. The Operator will be responsible to organize and administer all registrations and league activity needed to run the league/organization.
2. The Operator will select and schedule all coaches, game times, and scrimmages for league/organization to occur on Owner facilities.
3. The Operator will provide a master schedule of usage of the facility, including; game schedule, scrimmages and other related activities to the City Recreation Superintendent a minimum of two months prior to first use of Owner facilities or as soon as schedules are released before the beginning of the season.

SECTION 3

PAYMENTS AND FEES

Operator agrees to pay City for use of Facilities, including Operator's tournaments and special events, \$2,250.00 per calendar year, due July 31st of each year. All reservations will be paid to the city in full.

City agrees not to charge Operator for time when fields cannot be reserved due to field preparation and maintenance activities or to allow turf regeneration. All such, preparation, maintenance and regeneration times will be determined by the City with input from Operator.

Operator shall have no right to receive refunds for paid field reservations which cannot be used due to inclement weather or other field conditions which City determine do not permit use.

SECTION 4

ANNUAL FIELD MAINTENANCE PAYMENTS

Operator shall not be required to pay an Annual Field Maintenance Payment to the City for fields and Facilities included in this Agreement.

SECTION 5

CONCESSIONS

Where permanent and/or temporary Concession areas are present at the Facilities, Operator agrees to operate such Concessions as detailed on Exhibit A attached hereto and incorporated herein by this reference. Operator shall report financial information concerning Concession sales to City on the Concession Report Form in Exhibit A by the 15th of the following month, along with payment. The City shall have the right to audit all of Operator's Concessions related financial information. Operator shall be responsible for paying any taxes, obtaining any permits or licenses, and compliance with any laws, rules or regulations, including those pertaining to health and safety required for such concessions.

SECTION 6

MISCELLANEOUS PROVISIONS

Non-discrimination: Operator shall not, in the performance of the Agreement with City, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin.

Applicable Law: Parties to this Agreement shall conform to all existing and applicable City ordinances, resolution, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

Merger: This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

Modification: This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or the respective parties.

Assignment: Neither Operator nor city may assign its rights under this Agreement without the express prior written consent of the other.

Indemnification: Operator covenants and agrees to indemnify and hold harmless the City of Fremont, its officers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by Operator or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of Operator at, in or on the Facilities, in connection with its use of the Facilities or in fulfilling its duties, responsibilities and obligations pursuant to this Agreement and Operator further agrees to pay all expenses in defending against any claims made against City; provided however, that Operator shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees. Operator and the city shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

Independent Contractor: Any and all acts that Operator or its personnel, employees, agents, contractors, or servants, perform in providing the Baseball shall be undertaken as independent contractors and not as employees of the City. The City and Operator shall each act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Operator nor its personnel, employees, agents, contractors, or servants shall be entitled to any City benefits. The City shall not provide any insurance coverage to Operator or its employees including, but not limited to, workers' compensation insurance. Operator shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Operator shall have no authority to bind the City by or with any contract or agreement, nor to impose any liability upon the city. All acts and contracts of Operator shall be in its own name and not in the name of the City, unless otherwise provided herein.

Interest of the City: The Operator will covenant that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict with the performance of services required to be performed under this Agreement; it further covenants that, in the performance of this Agreement, no person having such interest shall be employed.

Interest of Operator: The Operator will covenant that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict with the performance of services required to be performed under this Agreement; it further covenants that, in the performance of this Agreement, no person having such interest shall be employed.

Termination: In addition to all other legal remedies available to the City, the City may cancel this agreement should any one or more of the following events occur:

1. If Operator shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of Operator and its assets pursuant to proceedings brought under the provision of any federal reorganization act; or if a receiver for Operator's assets is appointed; or if Operator shall be divested of its rights, powers and privileges to provide the sport identified herein by other operation of law.
2. If Operator shall fail to perform, keep and observe any of the terms, provisions, covenants and conditions contained herein to be performed, kept and observed by it.
3. If Operator shall abandon and discontinue the provision of this Agreement.
4. If Operator shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nebraska, Dodge County, or the City of Fremont.
5. If Operator shall fail to obtain any insurance, performance bond or indemnity required herein or permit any such insurance, performance bond or indemnity to lapse or become void.

Force Majeure: Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable herein) to the extent said failures or delays are proximately caused an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of either party which makes the performance impossible or so impractical as reasonable to be considered impossible and includes, but not limited to, Act of god, war, terrorist attack, riot, civil disorder, earthquake, nuclear accident, fire, explosion, flooding, water levels, or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the ability to perform this agreement.

Acknowledged:

Dated this _____ day of _____, 20____

OPERATOR (Name)

Dated this _____ day of _____, 20____

City of Fremont

Scott Getzschman, Mayor
City of Fremont
400 E Military Avenue
Fremont, NE 68025

EXHIBIT A**City of Fremont Parks and Recreation Concession Report Form****Contact Information:**

Organization/Group/Team Name: _____

Contact Person: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell: _____

Reporting Month:

Facility Name: _____

Payments are required monthly, please check the appropriate box in which you are submitting payment for.

All payments must be received to the City Treasurer by the 15th of the following month.

___ January 1-31

___ February 1-28

___ March 1-31

___ April 1-30

___ May 1-31

___ June 1-30

___ July 1-31

___ August 1-31

___ September 1-30

___ October 1-31

___ November 1-30

___ December 1-31

Payment Information:

Gross Revenue Earned (before sales tax): \$ _____ x .04 = \$ _____

Please Make Checks Payable to: City of Fremont**Remit To:** City Treasurer, 400 E Military Avenue, Fremont, NE 68025

Operator shall timely report financial information concerning Concessions sales to the City on this form. The city shall have the right to audit all of the Operator's Concessions related financial information. I certify to the best of my knowledge that the revenue numbers on this form are accurate, complete and in conformance with our organization's policies and procedures.

Remitter's Signature: _____ Date: _____

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, Planning Director

DATE: 8 January 2014

SUBJECT: Consider Resolution approving professional services agreement with Olsson Associates for the Ridge Road Trail, Hormel Loop project.

Recommendation: Move to approve Resolution

Background: The request is for approval of a professional services agreement for the design of a trail along Ridge Road that includes a loop thru Hormel Park. The City received a Recreational Trails grant in 2013 that provides \$271,000 of the \$964,022 project costs.

A Request for Proposals was sent to multiple firms, with the city receiving four proposals from interested consultants. A selection committee scored the proposals and selected this firm to pursue negotiations that have resulted in the proposed contract.

Funding for this is available in the street fund. The City Attorney has reviewed the contract, and staff is recommending approval.

#18

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize execution of a professional services agreement with Olsson Associates for Ridge Road Trail, Hormel Loop

NOW THEREFORE BE IT RESOLVED: By the City Council of the City of Fremont, Nebraska that the Mayor and City Clerk are hereby authorized to execute a professional services agreement with Olsson Associates for Ridge Road Trail, Hormel Loop.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC
City Clerk

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 2, 2014

City of Fremont
Attn: Rian Harkins
400 East Military
Fremont, Nebraska 68025-5141

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Fremont Ridge Road Trail (the "Project")
Fremont, Nebraska

Dear Mr. Harkins and Council Members:

It is our understanding that the City of Fremont ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as follows:

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

The City of Fremont has received a Recreational Trails Program (RTP) grant from the Nebraska Game and Parks (NGPC) to help defray costs of the project. The project will adhere to applicable rules and regulations of the RTP. The Project involves a new 8' wide concrete trail within the established right-of-way. The trail will connect to an existing concrete trail located on the west side of Ridge Road at the intersection with State Lakes Road. The trail will cross to the

east side of Ridge Road at this intersection. The trail will continue south along the east side of Ridge Road and follow the curve of the road where it will turn to the east. It will continue along the north side of Ridge Road and cross to the south side at the main entrance to Hormel Park. A loop will be constructed within Hormel Park, by improving the existing aggregate surfaced path with an 8' wide concrete trail. The project length is approximately 14,500 feet. Signage as required by MUTCD will be installed along the trail corridor.

PROJECT MANAGEMENT

Olsson shall complete project management tasks throughout the design process to ensure timely project advancement. Tasks performed under this phase of the work shall include the following:

- **Project Initiation Meeting** – A meeting will be held with the Client at the onset of the of the design process to discuss project specifics and prerequisites. Specific project personnel will be identified and channels of communication will be established. Project schedule will be established. Contractual matters will be addressed as required. A site visit of the project will also be conducted if necessary to review project components.
- **Client Coordination** – Day-to-day correspondence as required with parties of interest to provide progress updates or coordinate needed information about the project.
- **Project Design Coordination** – Coordination of design professionals will be conducted regularly to ensure timely delivery of expected project deliverables and timely project advancement. Coordination with NGPC Staff will be conducted to ensure requirements are met.
- **General Project Management** – Specific activities include tracking of work completion, maintenance of project schedule, billings, collections, and project close-out documentation.
- **60% Design Review Meeting** – A 60% design review meeting will be held with the Client to review and comment on the design before it continues to final design. Comments will be incorporated into the final design of the project.

TOPOGRAPHIC SURVEY

Olsson shall complete the topographic survey of the trail alignment as defined above. Tasks performed under this phase of the work shall include the following:

- **Establish Control** – Olsson shall establish control points with known vertical and horizontal coordinates to complete the topographic survey of the trail alignment.
- **Locate Existing Utilities** – Olsson shall contact the Diggers Hotline of Nebraska to request the location and size of any existing underground conduits or cables along the proposed alignment of the paving improvements. Horizontal locations of the known existing utilities located in the field will be incorporated into the project drawings as required. Utility information provided by the Client will also be incorporated into the project drawings as required.
- **Field Survey** – Olsson shall perform topographic survey along the proposed trail alignment, within the existing right-of-way. Visible features along the project corridor will be surveyed.

- **Legal Survey** – No legal survey is anticipated for the project. A reasonable effort will be made to find property corner information during the field survey to establish property lines as necessary to complete the design.
- **Process Survey into Computer Aided Drafting (CAD) Drawing** – From the information collected in the survey Olsson shall create a CAD drawing of the existing conditions of the site to be used for design of the improvements.

ENVIRONMENTAL

Olsson shall complete environmental review activities to satisfy NEPA requirements. Activities performed under this phase of work shall include the following:

- Wetland delineation and report
- Hazardous material review and memo
- Section 6(f) coordination letter to NGPC
- Coordination letter for cultural resources to State Historical Preservation Office (SHPO)
- Review of impacts to low-income and minority populations for the Environmental Justice
- Farmland coordination letter to Natural Resources Conservation Service (NRCS)
- Biological evaluation of habitat for and possible impacts to threatened and endangered species

DESIGN

Olsson shall design the trail improvements and develop contract documents to show the general scope, extent, and character of the work to be furnished and performed by the Contractor. Computer aided drafting (CAD) drawings and specifications will be developed for the project. Tasks performed under this phase of the work shall include the following:

- **Public Meeting**
 - Olsson shall conduct one public meeting during the design process to meet the requirements of NEPA
- **Preliminary Design**
 - Complete topographic survey
 - One (1) site visit to conduct field reviews and data collection as necessary to perform preliminary design
 - Prepare aerial plan sheets
 - Design alignment and geometrics of the trail
 - Prepare trail plan and profile sheets
 - Develop trail cross section sheets
 - Develop erosion and sediment control sheets
 - Conduct necessary utility coordination
 - Develop project specifications
 - Prepare preliminary design cost estimates
 - Prepare and submit 60% design submittal
- **Final Design**
 - Incorporate Client comments from 60% design
 - Finalize plan sheets to be used as construction documents
 - Finalize technical specifications and develop front end bidding documents (Standard EJCDC) tailored as necessary to supplement City Standards
 - Develop Storm Water Pollution Prevention Plan (SWPPP)
 - Perform internal quality review for the entire project package

- Prepare final design cost estimates
- Prepare and submit 95% design submittal for the Client to review
- Incorporate Client comments from 95% design
- Perform final quality control review
- Submit final design to the Client:
 - One (1) full size set of plans
 - One (1) half size set of plans
 - One (1) paper copy of the specifications
 - One (1) electronic copy of plans and specifications

BID PHASE SERVICES

Olsson shall assist the Client in selection of private construction contractors on a competitive public bid basis. Tasks performed under this phase of the work shall include the following:

- **Prepare and Distribute Bid Documents** - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. To maximize awareness of the trail improvements, a Bid Notice will be sent to qualified contractors that have previously bid on like projects to increase competitiveness in the bidding process.
- **Maintain Bidders List** – Olsson shall collect and maintain information about the bidders that have bidding documents.
- **Prepare Addenda** – Olsson shall prepare and distribute addenda that may be needed to answer questions during the bid phase.
- **Attend Bid Opening** – Olsson shall attend bid opening to assist Client in opening bids.
- **Evaluate Bids** – Olsson shall evaluate the bids and qualifications of the bidders and provide a tabulation of all bids for comparison and discussion with Client. We will also make a recommendation of award to Client based on the bid tabulations.
- **Attend Council Meeting to Recommend Bid** – Olsson shall attend one (1) council meeting to recommend a bid and answer any questions regarding the bid recommendation.
- **Prepare Conforming Copies of Contracts** – Olsson shall assist the Client in the preparation and distribution of conforming copies of the executed contracts.

Services not included:

- Legal Surveys
- ROW Services
- Geotechnical Services
- Structural Design beyond concrete bike trail
- Detailed evaluations for cultural resources or endangered species
- Assistance with Section 404 permitting
- Wetland mitigation design
- Construction Services
- Meeting attendance beyond those included in Scope above

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: January 1, 2014
Anticipated Completion Date: October 31, 2014

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Sixty Nine Thousand Seven Hundred Fifty Dollars (\$69,750), as shown in the breakdown below. Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

<u>Phase</u>	<u>Fee</u>
Project Management	\$ 4,975
Topographic Survey	\$11,500
Environmental	\$ 9,500
Design	\$39,675
Bid Phase Services	\$ 4,100
TOTAL	\$69,750

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By Justin R. Hark By Ben Day

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF FREMONT

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
General Provisions

G:\Admin\LETPROP\WWW\Fremont Ridge Road Trail Agreement.doc

APPROVED AS TO FORM RFJ

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 2, 2014 between the City of Fremont ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the

signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for

damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of

responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed \$1,000,000.00. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, Planning Director

DATE: 8 January 2014

SUBJECT: Consider resolution approving contract amendment for Neuvirth Construction for 2013 Storm Water Pumping Station Screen.

Recommendation: Move to approve Resolution

Background: The request is to approve a contract amendment for a time extension for the Stormwater Pumping Station project on Washington Street. The contractor is asking for the time extension due to lead times associated with some of the equipment.

The City Attorney has reviewed and approved this item. There is no fiscal cost associated with this item. Staff is recommending approval.

#19

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize execution of Agreement Amendment No. 1 for Stormwater Pumping Station Streen

WHEREAS: The City of Fremont and Neuvirth Construction have previously executed an Agreement providing for the project noted above, and

WHEREAS: The City of Fremont and Neuvirth Construction wish to enter into an agreement amendment increasing the Contractor's allowed time for completion for the work necessary to complete the project, and

BE IT RESOLVED: by the City Council of Fremont that:

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign the attached Agreement Amendment No. 1 between the City of Fremont and Neuvirth Construction

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

SCOTT GETZSCHMANN, MAYOR

ATTEST:

Kimberly Volk, MMC
City Clerk

AGREEMENT AMENDMENT NO. 1

CITY OF FREMONT, NEBRASKA

NEUVIRTH CONSTRUCTION

PROJECT NAME: 2013 STORM WATER PUMPING STATION SCREEN

PROJECT NO: D-120-12

This Agreement Amendment No. 1, made and entered into by and between the City of Fremont, Nebraska, hereinafter referred to as the "City" and Neuvirth Construction, hereinafter referred to as the "Contractor".

WHEREAS, the Contractor and the City entered into an agreement providing for storm water pumping station screen, and

WHEREAS, it is necessary to increase the Contractor's allowed time for completion by this amendment for the work necessary to complete the project, and

WHEREAS, it is the desire of the City that the project be completed by July 15, 2014 and

NOW THEREFORE, in consideration of these facts, the Contractor and City agree as follows:

SECTION 1. Contractor is hereby given a time extension to complete all work for the storm water pumping station screen project.

SECTION 2. The Contractor will perform the work stipulated in the original agreement by July 15, 2014.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Contractor this _____ day of January, 2014

Neuvirth Construction

EXECUTED by the CITY this _____ day of January, 2014.

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk



STAFF REPORT

TO: Mayor and City Council

FROM: Rian Harkins, Planning Director

DATE: 26 December 2013

SUBJECT: Consider Ordinance to amend the official zoning map referred to in Article 4 of Zoning Ordinance No. 3939.

Recommendation: 1) Move to introduce ordinance; 2) Move to suspend rules and place on final reading; 3) pass ordinance

Background: The request is to approve the updated Official Zoning Map. There have been a number of zoning district changes approved by the council in the last 12 months. This ordinance incorporates those changes into the zoning map.

#20

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO AMEND THE OFFICIAL ZONING MAP REFERRED TO IN ARTICLE 4 OF ZONING ORDINANCE NO. 3939, ENACTED ON OCTOBER 10, 2000

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL

SECTION I. This Ordinance shall update the attached Official Zoning Map and be distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

